TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~125.~~ 196

LOUIS HANAUER AND JACOB HANAUER, PLAINTIFFS IN ERROR,

vs.

SAMUEL H. DOANE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

FILED FEBRUARY 1, 1870.

SUPREME COURT OF THE UNITED STATES.

No. 425.

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vs.

SAMUEL H. DOANE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, FOR THE EASTERN DISTRICT OF ARKANSAS.

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a UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the judges of the circuit court of the United States for the eastern district of Arkansas, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or some of you, between Samuel H. Doane, plaintiff, and Louis Hanauer & Jacob Hanauer, defendants, a manifest error hath happened, to the great damage of the said Louis Hanauer and Jacob Hanauer, as is said and as appears by their complaint, we, being willing that such error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the justices of the Supreme Court of the United States at the Capitol in the city of Washington, together with this writ, so that you have the same at the said place, before the justices aforesaid, on the first Monday of December next, that, the record and proceedings aforesaid being inspected, the said justices of the Supreme Court may cause further to be done therein, to correct that error, what of right and according to the law and custom of the United States ought to be done.

Witness the Honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 3d day of November, in the year of our Lord one thousand eight hundred and sixty-nine, and of the independence of the United States the ninety-fourth.

[SEAL.] CHA'S P. REDMOND,
Clerk of the Circuit Court of the United States of America for the Eastern District of Arkansas.

Allowed by—

HENRY C. CALDWELL,
District Judge.

The execution of the within writ of error appears by the schedule hereto annexed.

CHA'S P. REDMOND, *Clerk.*

(Endorsed:) 591, writ of error. Filed Nov. 3, 1869.
CHA'S P. REDMOND, *Clerk.*

1 Be it remembered that, on the twelfth day of April, A. D. 1869, came into the clerk's office of the circuit court of the United States for the eastern district of Arkansas, Garland and Nash, attorneys, and filed therein a transcript in the case of Samuel H. Doane against L. Hanauer & Co., which transcript is in the words and figures following, to wit:

In the circuit court of Randolph County, at spring term, 1869.

Your petitioner, Samuel H. Doane, the plaintiff in this cause, states that he is the legal owner of two notes against the defendants, Lewis Hanauer and Jacob Hanauer, late merchants and partners in business by the firm name, style, and description of S. Hanauer & Co., to the following effect, to wit:

"$4,000 00. MEMPHIS, TENN., *Feb'y 13th*, 1869.

"Due promise to pay to the order of W. R. Hunter, four thousand dollars, at the , Memphis, value received.

"L. HANAUER & CO."

[$2 00 U. S. internal revenue stamp.]

2 On which are the following assignments:

"Pay John P. Black.

"W. R. HUNTER.

"Pay Samuel H. Doane.

"JOHN P. BLACK."

'$1,551 32. MEMPHIS, TENN., *Feb'y* 13, 1867.

"Due promise to pay to the order of W. R. Hunter fifteen hundred and fifty-one $\frac{30}{100}$ dollars at the . Memphis, value received.

"L. HANAUER & CO."

[80 c. U. S. internal revenue stamp.]

On which are the following assignments:

"Pay John P. Black.

"W. R. HUNTER.

"Pay Samuel H. Doane.

"JOHN P. BLACK."

Yet the debt remains unpaid. Therefore he demands judgment for his debts and damages for the detention thereof, together with his costs.

BYERS, COX & ROBERSON,
Att'y for Pl'fft.

STATE OF KANSAS, *County of Randolph:*

I, Samuel H. Doane, the plaintiff in the above cause, do solemnly swear that the defendants in the petition mentioned are justly indebted
3 to me in the sum of ($5,551 32) five thousand five hundred and fifty-one $\frac{32}{100}$ dollars, and the said defendants are non-residents of the State of Arkansas: so help me God.

SAMUEL H. DOANE.

Sworn and subscribed before me this fifth day of October, A. D. 1868.

EDWIN RECKWELL, *Clerk*,
By JA'S T. FISHER, *D. C.*

Know all men by these presents that we, Samuel H. Doane, as principal, and John P. Black, Daniel Mundy, and C. C. Elder, as he securities, acknowledge ourselves to owe and be indebted to Lewis Hanauer and Jacob Hanauer, late merchants and partners in business by the firm name, style, and description of L. Hanauer & Co., in the sum of fifteen thousand dollars, good and lawful money of the United States; the payment of which we bind ourselves, our heirs, executors, and administrators, firmly by these presents, signed and sealed this 5th day of October, 1868.

4 This bond is given upon the following conditions:

Whereas the said Samuel H. Doane, the plaintiff in this cause, is about to commence an action of debt by petition and summons in the circuit court, returnable to the March term thereof, 1869, against the

said Lewis Hanauer and Jacob Hanauer, merchants and partners as aforesaid:

Now, if the said Samuel H. Doane will prove his debt or demand on a trial at law, or that he will pay such damages as shall be adjudged against him, then this bond to be void; otherwise to be in full force and effect in law.

SAMUEL H. DOANE. [SEAL.]
JOHN P. BLACK. [SEAL.]
DANIEL MUNDEE. [SEAL.]
C. C. ELDER. [SEAL.]

The above bond was taken, approved, and filed before me this 5th day of October, 1868, before writ issued.

EDWIN ROCKWELL, *Clerk*,
By JA'S T. FISHER, *D. C.*

(Endorsed:) Samuel H. Doane vs. Lewis Hanauer & Co. Pe-
5 tition & bonds. Attachment to spring term Randolph County, A. D. 1869. Filed October 5, 1869. E. Rockwell, clerk, by Ja's T. Fisher, D. C. Byers, Cox & Roberson, att'ys.

STATE OF ARKANSAS, *County of Randolph:*

The State of Arkansas to the sheriff of the county of Randolph greeting:

You are hereby commanded to attach Lewis Hanauer and Jacob Hanauer, late merchants and partners in business by the firm name and style of L. Hanauer & Co., by all and singular their goods and chattels, lands, and tenements, credits and effects, or so much thereof as shall be sufficient, to secure the sum of five thousand five hundred and fifty-one and $\frac{32}{100}$ dollars, the debt, as sworn to, with interest and costs of suit, in whose hands or possession the same may be found in your county; and you are also commanded to summon the said Lewis Hanauer and Jacob
6 Hanauer, late merchants and partners as aforesaid, to be and appear before the judge of our circuit court at the court-house in the town of Pocahontas, in the county of Randolph, on the first day of our next March term, it being the first Monday in March, A. D. 1869, then and there to answer the complaint of Samuel H. Doane to an action of attachment by petition and summons, wherein he demands judgment for $5,551 32, his debt and damages for the detention thereof, together with his costs. You are further commanded to summon all and every person in whose hands or possession any such lands, tenements, goods, chattels, moneys, credits, or effects shall or may be found, and particularly James C. Marvin, Ewing Y. Mitchell, Rufus H. Black, Edwin B. Burr, and Henry C. Jarrett, Thomas H. Wyse, and George W. Crosby, that they be and appear before the judge of our circuit court at the court-house in the county of Randolph on the first day of our March term, it being the first Monday of March next, then and there to answer what may be objected against them, and that you then and there certify how you have executed this writ.

7 Witness Edwin Rockwell as clerk of said circuit court and the seal of said court, this 5th day of October, A. D. 1868.

[L. S.] EDWIN ROCKWELL, *Clerk*,
By JA'S T. FISHER, *D. C.*

(Endorsed:) Came to hand the 10 day of October, 1868, 10 o'clock a. m. I certify that I executed the within writ of attachment on the 10th

day of October, 1868, by declaring in the presence of Jacob Huffstadler and A. Cross, two citizens of Randolph County, that attached the following-described real estate property of the defendants, Jacob and Louis Hanauer, under and by virtue of said writ, to wit: the E. ½ section 34, W. ½ sec. 35, T. 19 N., R. 1 east, 640 acres; W. f'l ½ sect. 2, and S. W ¼ N. E. ¼ sec. 2, & N. W. ¼ S. E. ¼ sec. 2, T. 18 N., R. 1 E., 460 acres, more or less; lots 2 and 4 in block 33 E. Broadway street in Pocahontas, S. ½ block 2 West Broadway street, lots 1 & 2 in block 34 E. Broadway, block 16, E. Broadway st., lot 5, block 31, E. Broadway street, block 35 E. Broadway, all which lots situated in town of Pocahontas,
8 Randolph County; also W. ½ W. ½ sec. 28, T. 18 N., R. 1 E., 160 acres; W. ½ S. E. & E. ½ S. W. sec. 24, T. 18, R. 1 E. 160 acres; S. E. N. W. sec. 22, T. 19 N., R. 12; also summoned James C. Marvin, Ewing Y. Mitchell, and Rufus H. Black, as garnishees, on the 14th October, by reading the writ in their presence; also on Thomas H. Wyse, on the 15th October, by reading said writ; on Edwin B. Burr, on the 25th October, by reading the said writ him; on George W. Crosby, on the 9th November, 1868, by reading the same to him; Henry C. Jarrett not served; Louis and Jacob Hanauer not found in my county this 9th day of November, 1868.

G. A. EATON, *She'ff*,
By R. L. GLASSCOCK, *D. S.*

Sheriff's fees, $7 00, paid by plaintiff.
Clerk's " 1 50, " " "

In the Randolph County circuit court.

SAMUEL H. DOANE, PLAINTIFF,
vs.
LOUIS HANAUER AND JACOB HANAUER, LATE partners doing business under the firm name of L. Hanauer & Co., defendants. } Debt.

9 To the Randolph circuit court:

I. The petition of Louis Hanauer and Jacob Hanauer, late partners doing business under the name firm of L. Hanauer & Co., shows that an action has been brought in this court against the petitioners by plaintiff above named.

II. That this action is brought upon the following causes, that is to say, upon one promissory note alleged to have been executed by the petitioners to W. R. Hunter, for the sum of four thousand dollars, dated February 13, 1867, due from date, and also on one other promissory note, alleged to have been executed by said petitioners to said Hunter for the sum of fifteen hundred and fifty-one dollars and thirty-two cents, dated on day and year last aforesaid, and also due from date, both of said notes assigned from said Hunter to said John P. Black, and by said Black to said plaintiff.

III. That the matters in dispute in the said cause exceeds the sum of five hundred dollars, exclusive of costs, as appears by the plaint-
10 iff's petition in said cause, which is the foundation of the said action which demands judgment for the amount of said notes, damages for the detention of the debts alleged to be evidenced by them and costs of suit; also by the affidavit of the said plaintiff, filed with said petition, wherein he swears that your petitioners are justly indebted unto him in the sum of five thousand five hundred and fifty-one dollars and thirty-two cents.

IV. That the said plaintiff is a citizen of the State of Arkansas, and that your petitioners are citizens of the State of Tennessee, and that the said W. R. Hunter and John P. Black are citizens of the State of Arkansas.

V. That your petitioners now enter their appearance to this action, but have not done so heretofore.

VI. That they hereby offer good and sufficient security for their entering in the next circuit court of the United States for the eastern district of the State of Arkansas, on the first day of its session, copies of the process against them in this action, and also for their thus appearing and entering special bail in the action, if special bail
11 were originally requisite therein, according to the law and practice of the United States and its courts.

Your petitioners therefore ask that the said cause may be removed for trial into the next circuit court of the United States to be held in the district where the same pending, to wit, into the next circuit court of the United States for the eastern district of the State of Arkansas, pursuant to the provisions of the said statutes of the United States in such case made and provided, and that this court do accept the surety offered by your petitioners as aforesaid, and do proceed no further in the said cause, and for such further or other order or relief in the premises as may be just.

LOUIS HANAUER.
JACOB HANAUER.

MARVIN, MITCHELL & BLACK,
WATKINS & ROSE, *for Petitioners.*

STATE OF TENNESSEE, *County of Shelby, ss:*

Before me, a duly commissioned, qualified, and acting commis-
12 sioner of Arkansas, residing in the State of Tennessee, came, on this day, Louis Hanauer, to me well known, who, being duly sworn, says that he has read the foregoing petition and knows the contents thereof, and that the same is true of his own knowledge, except as to the maters therein stated on information and belief, and as to such matters he believes it to be true.

LOUIS HANAUER.

Sworn and subscribed before me on this day. Witness my hand and seal office as such commissioner. Done in the city of Memphis, county of Shelby, and State of Tennessee, on this 28th day of January, 1869.

[L. S.] JAMES E. TEMPLE,
Commissioner for the State of Arkansas.

[5-c't U. S. revenue stamp.]

(Endorsed:) Samuel H. Doane vs. Louis and Jacob Hanauer. Petition for removal into United States circuit court. Filed in open court March 30th, 1869. Edwin Rockwell, clerk. Marvin, Mitchell & Black, Watkins & Rose.

13 Know all men by these presents that we, Jacob and Louis Hanauer, and , are hereby bound unto Samuel H. Doane, the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said Samuel H. Doane, his executors, administrators, or assigns; for which payment, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, and administrators, and every of them forever by these presents, sealed with our seals this 30th day of March, in the year of our Lord eighteen hundred and sixty-nine.

I. Whereas the above-named Samuel H. Doane has commenced an action, in the Randolph circuit court, of debt, by petition and summons against the above-bounden Louis Hanauer and Jacob Hanauer;

II. And whereas the said Louis Hanauer and Jacob Hanauer have entered their appearance in said action in said court, and at the same time have filed their petition for the removal of the cause into the next circuit court to be held for the eastern district of the State of
14 Arkansas:

Now, therefore, the condition of the above obligation is such, that if the said Louis Hanauer and Jacob Hanauer shall enter in said circuit court of the United States, on the first day of its session, copies of the process against them in the said cause, and shall also then and there appear and enter special bail in the cause, if special bail was originally requisite therein, according to the laws and practices the United States and its courts, then these presents and obligations shall be void; or otherwise remain in full force.

LOUIS HANAUER. [SEAL.]
JACOB HANAUER. [SEAL.]
JNO. D. ADAMS. [SEAL.]
JAMES TIMMS. [SEAL.]
JAMES C. MARVIN. [SEAL.]

(Endorsed:) Samuel H. Doane vs. Louis Hanauer and Jacob Hanauer. Bon for removal of cause into United States circuit court. Filed in open court, March 30th, 1869. Edwin Rockwell, clerk.
15 Marvin, Mitchell & Black. Watkins & Rose.

Attachment notice.

To Louis Hanauer and Jacob Hanauer, late merchants and partmers in trade by the firm name, style, and description of L. Hanauer & Co.:

Take notice Samuel H. Doane has sued you in the circuit court of Randolph County, in an action of debt by attachment, for the sum of five thousand five hundred and fifty-one dollars and thirty-two cents, ($5,551 32,) and damages for the detention thereof; that a writ of attachment has been duly levied by me on your property for the satisfaction of said debt, and unless you appear in person or by attorney in said circuit court at the next term on or before the 3d day thereof, at a circuit court to be held at the court-house in the town of Pocahontas, in said county of Randolph, and State of Arkansas aforesaid, on the first Monday in March, A. D. 1869, and make answer to said action, or judgment will be rendered against you, and your estate sold to satisfy the same.

16 Given under my hand as sheriff of Randolph County, Arkansas, this 19th day of December, A. D. 1868.

GEO. A. EATON,
Sheriff of Randolph County.

STATE OF ARKANSAS, *County of Independence:*

I, Michael McCanany, publisher of the Batesville Republican, do hereby certify that the annexed advertisement was published two times in the Batesville Republican, the first of which was on the 26th day of December, 1868, and the last on the 2d day of January, 1869.

M. McCANANY.

Sworn to and subscribed before me this 9th day of January, 1869.

W'M H. ROSA, *J. P.*

Printer's fee, at $1 00 p'r square	$5 25
Cost of affidavit	50
	$5 75

Received payment.

M. McCANANY, *Publisher.*

SAMUEL H. DOANE, PLAINTIFF,
vs.
LOUIS HANAUER & JACOB HANAUER, DEFENDANTS. } Debt.

17 A petition having been filed by the defendants in this cause at the time of entering their appearance herein, on the 30th day of March, 1869, praying for the removal thereof into the circuit court of the United States for the eastern district of Arkansas, pursuant to the statutes of the United States in such cases made and provided, and the said petitioners having offered good and sufficient security pursuant to the directions of and as required by the said statute, now, on motion of Messrs. Mitchell & Black, of counsel for the petitioners, and after hearing Messrs. Byers, Cox and Robinson, of counsel for the plaintiff, it is declared that it is made to appear to the satisfaction of the court that the present suit is commenced in this court by a citizen of the State of Arkansas against citizens of another State, and that the matter in dispute exceeds five hundred dollars, exclusive of costs; and it is hereby further declared and ordered that this court accepts the surety offered by the petitioner, and that the said cause be removed for trial into the next circuit court of the United States to be held in the eastern district of
18 Arkansas, pursuant to said statutes; and that this court do proceed no further therein; and that all proceedings in this court in the said cause be, and the same are hereby, stayed, with leave to plaintiff to file his interrogatories and allegations in the U. S. court.

STATE OF ARKANSAS, *County of Randolph, ss:*

I, Edwin Rockwell, clerk in and for the county and State aforesaid, do hereby certify that the annexed and forgoing is a true, perfect, and correct transcript of all the record and papers now on file in this office in the case wherein Samuel H. Doane is plaintiff and Lewis Hanauer and Jacob Hanauer, late merchants and partners in business by the firm name, style, and description of S. Hanauer & Co., are defendants.

In testimony whereof I, as clerk as aforesaid, hereunto set my hand and affix the seal of said court this 29th day of March, A. D. 1869.

[L. S.] EDWIN ROCKWELL, *Clerk.*

Filed in open court on this 12 day of April, A. D. 1869.

CHA'S P. REDMOND, *Clerk.*

19 UNITED STATES OF AMERICA,
Eastern District of Arkansas:

Be it remembered, that at a circuit court of the United States of America in and for the eastern district of Arkansas, begun and holden on Monday, the 12th day of April, anno Domini one thousand eight hundred and sixty-nine, at the United States court-room in the city of Little Rock, Arkansas—the Honorable Henry C. Caldwell, district judge,

presiding and holding said court—the following proceedings were had, to wit:

And on the 26th day of April, 1869, it being yet a day of the April term aforesaid, the following further proceedings were had, to wit:

SAMUEL H. DOANE
vs.
L. HANAUER & CO.

Comes the plaintiff, by Garland and Nash, his attorneys, and come the defendants, by Watkins and Rose, their attorneys, and by consent of parties, with leave to defendants to plead at the next term of this court, and leave to both parties to take depositions generally.

20

21 UNITED STATES OF AMERICA,
Eastern District of Arkansas:

Be it remembered that, at a circuit court of the United States of America in and for the eastern district of Arkansas, begun and holden on Monday, the 11th day of October, anno Domini one thousand eight hundred and sixty-nine, at the United States court-room in the city of Little Rock, Arkansas—the honorable Henry C. Caldwell, district judge, presiding and holding said court—the following proceedings were had, to wit:

And on the 16th day of October, 1869, it being yet a day of the October term aforesaid, the following further proceedings were had, to wit:

SAMUEL H. DOANE
vs.
L. HANAUER & CO.

And now come the defendants, by Watkins and Rose, their attorneys, and file herein their special plea; which plea is in the words and figures following, to wit:

In the United States circuit court for the eastern district of Arkansas.

22

23 SAMUEL H. DOANE, PLAINTIFF,
vs.
LOUIS HANAUER & JACOB HANAUER, LATE partners as L. Hanauer & Co., defendants. } Debt.

And the said defendants say that the said plaintiff ought not to have and maintain their said suit against them, because they say that the said instruments sued on herein were made and executed by these defendants to Washington R. Hunter, the payee therein named, and the assignor of the said plantiff, for and in consideration of a balance of account claimed by said Hunter of these defendants, on behalf of himself and one Robert A. Oakes, late partners under the firm name of Hunter & Oakes, for goods, wares, and merchandise, cattle, horses, provisions, and other property, money lent, paid, or advanced by said Hunter & Oakes, or other persons, their assignors or agents, with a view that the same or part thereof should be used in the late rebellion against the

United States, in aid and furtherance thereof, and that the same
24 were so used and disposed of with the full knowledge, acquiescence, and consent of the said Hunter and his said assignors or agents, of all which the said Hunter at the time had notice; and this the said defendants are ready to verify.

WATKINS & ROSE.
LOUIS HANAUER.

UNITED STATES OF AMERICA,
Western District of Tennessee:

On this day came before me, a commissioner of the United States in and for said district, Louis Hanauer, and made oath that the foregoing plea is true in substance and in fact.

Given under my hand, as such commissioner, on this day of August, 1869.

[L. S.] HUME F. HILL,
U. S. Commissioner.

Filed October 16, 1869.

CHA'S P. REDMOND, *Clerk.*

And afterwards, on the twentieth day of October, 1869, it
25 being yet of said October term, the following further proceedings were had, to wit:

SAMUEL H. DOANE
vs.
L. HANAUER & CO.

Comes said plaintiff, by Garland & Nash, his attorneys, and files herein the deposition of Robert L. Glasscock, taken and filed by consent of parties; which deposition of Robert L. Glasscock is in the words and figures following, to wit:

R. L. GLASSCOCK, a witness on the part of the plaintiff:

I am a citizen of Randolph County, Arkansas. I am acquainted with all the parties to this suit, and have been for over ten years. The firm of L. Hanauer & Co., composed of Lewis and Jackcob Hanauer, did business in Pocahontas, Ark., for many years before the war, and in the fall of 1860 sold out their stock and business to the firm of Hunter & Oakes,
which firm was composed of Washington R. Hunter and Robert
26 A. Oakes. In the summer of 1861, after the war had commenced, and I think it was in the month of August, Louis Hanauer employed me to purchase stock and grain and other necessaries for the army, and I continued in his employ until about the 1st of March, 1862, during which time I must have purchased 25,000$ or 30,000$ worth of stock and produce for L. Hanauer, which he said was for the confederate army. He, L. Hanauer, paid for the stock, produce, &c., purchased by me in claims, notes, and accounts that he or the firm of L. Hanauer & Co. held against the people of the country, and in the due bills of L. Hanauer, supply contractor. When I purchased more stock, &c., of a party than said party owed L. Hanauer & Co., I gave an order to L. Hanauer for the balance, and he executed his due bill for the amount as supply contractor, payable in confederate bonds; and when I purchased of parties that did not owe L. Hanauer & Co., I gave said parties orders on L. Hanauer, and he executed his due bills as supply contractor, payable in confederate bonds. In the fall of 1861, at the direction of

L. Hanauer, I purchased about one hundred and fifty head of beef cattle in Randolph County, Arkansas, and vicinity, which were paid for as above in claims due L. Hanauer & Co., and in L. Hanauer, supply contractor, due bills specifying to be paid in confederate bonds. I drove those 150 head of cattle to Memphis, Tenn., where I met Louis Hanauer, and assisted him in selling said cattle to the butchers of the city of Memphis. He got from 4½c. to 5c. per pound for said beef, which was paid to him in hand in the currency at that time, which I think was mostly Tennessee money. I paid, as above, for said cattle from 3½c. to 4c. per pound for said cattle. Immediately after the above of cattle were disposed of, L. Hanauer directed me to return to Pocahontas and purchase all the cattle that I could at from 3½c. to 4c. per pound, and return to Memphis with them as soon as possible, in pursuance of which directions I returned to Pocahontas, and in the course of two or three weeks I bought up about three hundred head of beef cattle at from 3½c.
28 to 4c. per pound, which were paid for in claims due L. Hanauer & Co., and in due bills signed L. Hanauer, supply contractor, payable in confederate bonds. I drove said cattle to Memphis, Tenn., where I met Louis Hanauer, and assisted him in selling and weighing the cattle. The whole drove of 300 head were sold to Jacob Burkley, one of the city butchers of Memphis, at six (6c.) cents nett per pound, to be paid in currency at that time, which was confederate money and Tennessee money. Jacob Hanauer, one of the firm of L. Hanauer & Co., remained at Pocahontas until about the 1st March, 1862, attending to the business of L. Hanauer & Co., and also was authorized and did execute the due bills of L. Hanauer, supply contractor, Louis Hanauer having left Pocahontas and gone to Memphis. Some time in the fall of 1861 Jacob Hanauer told me frequently that they, the firm of L. Hanauer & Co., had made a good deal of money out of the purchases that I had made for them of stock, &c., and offered and paid me 100$ extra
29 of my wages for my promptness in their behalf. During the summer and fall of 1861, and the fore part of 1862, confederate money was at par with all good currency, and could have been exchanged for gold sometimes at par, and at other times at 10 or 15 per cent. discount.

Cross-examined:

I cannot tell what proportion of the purchase money of the cattle was paid in supply contract notes. My instructions from Hanauer were to take cattle for debts due L. Hanauer & Co., and where there was a deficit to draw on Hanauer for payment in confederate money, which I did.

R. L. GLASSCOCK.

We agree that the foregoing statement of R. L. Glasscock may be read in evidence in the trial of Doane vs. Hanauer, pending in the circuit court for the eastern district of Arkansas, subject only to competency.

GARLAND & NASH,
Att'ys for Plaintiff.
WATKINS & ROSE,
Att'ys for Defendants.

30 (Indorsed:) Filed October 20, 1869.
CHA'S P. REDMOND, *Clerk.*

And afterwards, on the twenty-second day of October, 1869, it being yet of said October term, the following further proceedings were had, to wit:

SAMUEL H. DOANE
vs.
L. HANAUER & CO.

Comes the plaintiff, by Garland and Nash, his attorneys, and by consent enters in short upon the record here his issue to the defendants' special pleas.

And afterwards, on the 26th day of October, 1869, it being yet of said October term, the following further proceedings were had, to wit:

SAMUEL H. DOANE
vs.
L. HANAUER & CO.

And now comes the plaintiff, by Garland and Nash, his attor-
31 neys, and come the defendants, by Watkins and Rose, their attorneys; and, both parties announcing themselves ready for trial, a jury come, to wit: Thomas Dowely, William H. Williams, James H. Reed, Robert Goar, William Parsell, Volney Curtis, Moses R. Baker, Simon Poe, Lewis Watkins, John Kriel, Noah H. Badgett, and W. Benton Badgett, being twelve good and lawful men of the district, who were duly sworn well and truly to try the issue joined, and a true verdict to give, according to their evidence; and the trial hereof not being concluded, the same is continued.

And afterwards, on the twenty-seventh day of October, 1869, it being yet of the said October term, the following further proceedings were had, to wit:

SAMUEL H. DOANE
vs.
L. HANAUER & CO.

And now comes the plaintiff, by Garland and Nash, and come the defendants, by Watkins and Rose, their attorneys, and come the jury, to wit: Thomas Dowdy, William H. Williams, James H. Reed,
32 Robert William Parsell, Volney Curtis, Moses R. Baker, Simon Poe, Lewis Watkins, John Kreil, Noah H. Badgett, and W. Benton Badgett; and the trial of this cause not being concluded on yesterday, the same is now resumed; and the trial hereof not being concluded, the same is continued.

And afterwards, on the twenty-eighth day of October, 1869, it being yet a day of the October term aforesaid, the following further proceedings were had, to wit:

SAMUEL H. DOANE
vs.
L. HANAUER & CO.

And now comes the plaintiff, by Garland and Nash, his attorneys, and come the defendants, by Watkins and Rose, their attorneys, and come the jury, to wit: Thomas Dowdy, William H. Williams, James H. Reed, Robert Goar, William Parsell, Volney Curtis, Moses R. Baker, Simon Poe, Lewis Watkins, John Kriel, Noah H. Badgett, and
33 W. Benton Badgett; and the trial of this cause not being concluded on yesterday, the same is now resumed; and the trial hereof not being concluded, the same is continued.

And afterwards, on the twenty-ninth day of October, 1869, it being yet a day of the October term aforesaid, the following further proceedings were had, to wit:

SAMUEL H. DOANE }
vs.
L. HANAUER & CO. }

And now comes the plaintiff, by Garland and Nash, his attorneys, and come the defendants, by Watkins and Rose, their attorneys, and come the jury, to wit: Thomas Dowdy, William H. Williams, James H. Reed, Robert Goar, William Parsell, Volney Curtis, Moses R. Baker, Simon Poe, Lewis Watkins, John Kriel, Noah H. Badgett, and W. Benton Badgett; and the trial of this cause not being concluded on yesterday, the same is now resumed; and the trial hereof not being con-
34 cluded, the same is continued.

And afterwards, on the thirtieth day of October, 1869, it being yet a day of the October term aforesaid, the following further proceedings were had, to wit:

SAMUEL H. DOANE }
vs.
L. HANAUER & CO. }

And now comes the plaintiff, by Garland and Nash, his attorneys, and come the defendants, by Watkins and Rose, their attorneys, and come the jury, to wit: Thomas Dowdy, William H. Williams, James H. Reed, Robert Goar, William Parsell, Volney Curtis, Moses R. Baker, Simon Poe, Lewis Watkins, John Kreil, Noah H. Badgett, and W. Benton Badgett; and the trial hereof not being concluded on yesterday, the same is now resumed; and the jury, having heard the evidence and argument of counsel, as well on the part of the plaintiff as of the defendants,
35 and being charged and instructed by the court, retired to consult of their verdict, and afterwards, on the same day, returned into court the following:

"We, the jury, find for plaintiff, and assess his damages at six thousand four hundred and fifty-four dollars and thirty-three cents, ($6,454 33.)"

It is therefore ordered, considered, and adjudged that said plaintiff' Samuel H. Doane, do have and recover of and from said defendants' Louis Hanauer and Jacob Hanauer, partners as aforesaid, the sum of six thousand four hundred and fifty-four dollars and thirty-three cents, for his damages found as aforesaid, together with all his costs in and about this suit expended, and have execution therefor.

And, on motion, leave is granted to the defendants for time to prepare and file their bill of exceptions to the rulings of the court in this case.

And afterwards, on the third day of November, 1869, it being yet of said October term, the following further proceedings were had, to wit:

SAMUEL H. DOANE }
36 *vs.*
L. HANAUER & CO. }

And now come said defendants, by Watkins and Rose, their attorneys, and tender to the court their bill of exceptions to the instruction and rulings of the court herein, which is by the court examined and approved,

and signed and sealed by the judge, and ordered to be made a part of the record in this cause. And defendants pray a writ of error herein, which is allowed by the court, and citation signed, and also lodges in the clerk's office a copy of the writ of error in this cause for the plaintiff. Which bill of exceptions is in the words and figures following, to wit:

37 In the United States circuit court, eastern district of Arkansas, October term, 1869.

SAMUEL DOANE, PLT'FF,
vs.
LOUIS HANAUER & JACOB HANAUER, PARTNERS as L. Hanauer & Co., def'ts. } Debt.

Be it remembered that, on the 30th day of October, 1869, this cause came on for trial, and the defendants read in evidence to the jury the depositions of Jacob Hanauer and Louis Hanauer and James C. Marvin, with the exhibits thereto, as follows:

Agreement for depositions.

In the United States circuit court, eastern district of Arkansas.

SAMUEL H. DOANE, PLT'FF,
vs.
LOUIS HANAUER & CO., DEF'TS.

The undersigned, counsel in the above case, agree that depositions may be taken in the above cause between the hours of nine o'clock
38 in the forenoon and four o'clock in the afternoon, on the 5th day of August, 1869, at the office of the clerk of the United States district court for the southern district of Ohio, in the city of Cincinnati, county of Hamilton, and State of Ohio, without any commission before any officer qualified by law to take the same; and that the taking of the same may be continued at the same place, between the same hours, from day to day, until completed, reserving all questions of relevancy or competency.

GARLAND & NASH,
Att'ys for Pl'ff.
WATKINS & ROSE,
Att'ys for Def'ts.

UNITED STATES OF AMERICA,
Southern District of Ohio, ss:

Depositions of witnesses taken before me, Franklin Holiday, a commissioner appointed by the circuit court of the United States for the southern district of Ohio, in the sixth circuit, under and by
39 virtue of acts of Congress, on the 5th and 6th days of August, 1869, between the hours of nine o'clock a. m. and four o'clock p. m. of said days, at the clerk's office of the United States district court for the southern district of Ohio, in the city of Cincinnati, in accordance with the written agreement hereto annexed, to be read in evidence in a certain cause now pending in the United States circuit court for the eastern district of Arkansas, wherein Samuel H. Doane is plaintiff, and L. Hanauer & Co. are defendants.

On the 5th day of August, 1869, between said hours, and at said

place, JACOB HANAUER, a witness, being produced to me, duly cautioned, examined, and sworn, deposed as follows:

What is your name, age, occupation, and where do you reside?

Jacob Hanauer; 39 years of age; I reside in the city of Cincinnati, Ohio. I am a pork merchant; am acquanted with all the parties of this suit. L. Hanauer & Co. did business in Pocahontas, Ark., from
40 January 1st, 1861, until about March 1st, 1862. The firm was composed of Louis Hanauer and myself. The firm of Hunter and Oakes did business at the same place. The above firm was composed of W. R. Hunter and R. A. Oakes; both firms in the mercantile business.

By consent of attorneys, further taking of the depositions will be resumed to-morrow morning at 9 o'clock.

August 6th, 1869.

WATKINS & ROSE,
For Defendants.

On the 6th day of August, 1869, at the place and between the hours in the caption named, the witness, JACOB HANAUER, further testified as follows:

Was in the South from the commencement of the rebellion to the close; was inside the confederate lines until June 6th, 1862. Louis Hanauer occupied the position of supply contractor of the confederate army from the commencement of the war, until the capture of Memphis, Tenn., by the federals. He was stationed in Arkansas while executing the
41 duties of supply contractor. He was appointed by authority of the Confederate States. His duties was to buy supplies for the army and then to turn it over to the commissaries. He bought everything pertaining to the quartermasters' and commissaries' departments. He was known throughout the country as purchasing for the confederate government. The purchases were paid by due bills written on slips of paper. The object of the due bills was that the party holding them might come up and get their money for them whenever any government money might be received.

When the war began Hunter and Oakes were indebted to L. Hanauer & Co., to the best of my knowledge, to leave out of the accounts claims preferred by Hunter & Oakes. Based on purchases made by persons of L. Hanauer as said supply contractor on behalf of the confederate authorities, there would be a balance in favor of L. Hanauer & Co. L. Hanauer was stationed at Pocahontas and Pittman's Ferry, Ark.,
42 during the time that he gave the due bills as supply contractor of the Confederate States army. The currency of the country in the summer of 1861, and subsequently to the occupation of the country by the federals, was Arkansas State bonds and confederate treasury notes. All contracts between the parties during that time were based on the values of this kind of currency. The books and papers of L. Hanauer & Co. were burned at Augusta, Ark., some time in 1862. These books contained a statement of the accounts of Hunter & Oakes, and L. Hanauer & Co. I know that Hunter & Oakes took up many of the due bills given by Louis Hanauer, and charged the amount of them directly to L. Hanauer & Co. I know that in many cases L. Hanauer gave his individual due bills for supplies bought for confederate army. It was the understanding of the parties that these due bills were to be paid in confederate money whenever he received it from the government. At the beginning of the war Col. Shaver, an officer engaged in the rebellion,

sometimes bought army supplies of Hunter & Oakes, and they
43 were charged to L. Hanauer & Co., with the expectation and understanding that L. Hanauer would pay for them as supply contractor whenever he received money from the confederate government. The notes sued on in this case were based upon these accounts.

Cross-examined by Mr. Snow, for plaintiffs:

I am informed that I am one of the parties to this suit. I resided in Pocahontas, Ark., and Memphis, Tenn., during the war. I left Pocahontas about March 1st, 1862, and did not return there during the war. From the time L. Hanauer & Co. sold to Hunter & Oakes, in August, 1866, till June 1st, 1861, I was employed in settling up the business of L. Hanauer & Co. From June 1st, 1861, to June 6th, 1862, I was acting as clerk for L. Hanauer, supply contractor for Confederate States, and commissary for Gen'l Yell. While I was engaged in closing up our business I had my office at Hunter & Oakes' store. While L. Hanauer was acting commissary, which was about one month, I had my
44 office in the court-house. While he was acting as supply contractor I had my office two or three doors from Hunter & Oakes' store. My duty as agent for L. Hanauer, supply contractor, were to buy supplies for confederate army and turn them over to quartermaster and commissary. My brother, L. Hanauer, also made, himself, a good many purchases up to October, 1861, at which time he left for Memphis. All the purchases after that time were made by me as his agent. We were buying altogether for the confederate army, and not on our own account. All the supplies which we bought were turned over to the confederate army. None of these supplies were sold either in Memphis or otherwhere by L. Hanauer on his own account. We paid for the supplies which we bought partly in due bills, partly by debts owing L. Hanauer & Co., and partly in the currency of the country, such as Arkansas war bonds, and confederate bonds, and partly in Tennessee money. The largest portion of our purchases were those taken in payment of debts owing to L. Hanauer & Co. The proportion paid for in the currency of the country was pretty
45 large, but I cannot say how much. We paid in claims owing to us and in currency, as long as we had any, and then we paid in due bills; can't say what the amount of the due bills was. The holders of these due bills expected to receive pay for them from Louis Hanauer as soon as he received money from the confederate government. At the time the war broke out Hunter & Oakes were indebted to L. Hanauer & Co., on general account, to about 23 or 24 thousand dollars. About a month before the war broke out L. Hanauer & Co. bought Mr. Hunter's farm and stock, amounting to about 16 or 17 thousand dollars, which is to be deducted from the 23 or 24 thousand dollars. From the time the war broke out the first payments were made in Arkansas war bonds, but I can't give the date of their issue nor of the issue of the confederate bonds. When I said that all contracts between the parties during that time were based on the values of their kind of currency, I meant contracts between people generally, including parties of this suit. I do not mean
46 that it was the custom to make express stipulations to that effect, but that, from the depreciated state of the currency, it resulted as a matter of course. Prices began to rise so soon as this confederate currency began to circulate. Hunter & Oakes both came to me and asked if it would be right for them to take up the due bills, and whether they would be paid. I told them it would, and they would be paid whenever the money was received from the confederate government. I was not present at the settlement between Louis Hanauer and Mr.

Hunter. All the knowledge that I have of the consideration from which the notes in suit were based is derived from information received from my brother.

Re-examined by counsel for defendants:

I know the handwriting of Washington R. Hunter. I have seen the exhibits of the depositions of L. Hanauer, stated by him to be in the handwriting of W. R. Hunter, and I know them to be in his
47 handwriting. Exhibit number one to his deposition corresponds with the letter of my brother informing me of the bases of the settlement, which was the first information I had on the subject.

J. HANAUER.

Sworn to and subscribed before me this 7th day August, A. D. 1869, at Cincinnati, Ohio.

[L. S.] FRANKLIN HOLLIDAY,
United States Commissioner Southern District of Ohio.

LOUIS HANAUER, a witness, being produced to me at the same time and place, and between the same hours last mentioned, and being duly sworn, deposes as follows:

I am one of the parties to this suit. I reside in Memphis, Tennessee. I am a defendant in this suit. I know Washington R. Hunter and Robert A. Oakes. They were formerly partners under the style of Hunter & Oakes, doing business at Pocahontas, Arkansas. The firm of L.
48 Hanauer & Co., doing business at the same place, was composed of myself and Jacob Hanauer. The last of August, 1860, the firm of L. Hanauer & Co. sold out their stock in trade and business to Hunter & Oakes, still retaining, however, our partnership name for winding up the old business, keeping an office in the house of Hunter & Oakes. Exhibit No. 1, hereto attached, is in the handwriting of Washington R. Hunter. It purports to be the credit account of L. Hanauer & Co. with Hunter & Oakes. I know that Mr. Oakes collected $1,800 00 or $2,800 00, I cannot remember which, of confederate money, which is not mentioned in this account, which money was coming to me, was retained by Oakes under promise to credit it to me, or to L. Hanauer & Co., on the account of Hunter & Oakes. This was in 1862, during the time the confederates occupied Bowling Green, Kentucky. The principal item in the accounts referred to as exhibit number one, hereto, is for merchandize
49 sold to Hunter & Oakes, amounting to nineteen thousand three hundred and fifty-five eighty-one hundredths dollars, ($19,355 81.) We had at the time that we sold out orders out for merchandize, and as the same arrived it was turned over to Hunter & Oakes, and is credited on this account. The most of the residue of the account is composed of money advanced and lent by L. Hanauer & Co. The firm of Hunter & Oakes were considered as solvent. Oakes had been our book-keeper, and still continued to act as such in making settlements of our own business, and Hunter & Oakes frequently retained money of L. Hanauer & Co., collected by Oakes on the claims of L. Hanauer & Co., which was done by mutual consent. At the time the war broke out Hunter & Oakes were indebted on a general balance of accounts to L. Hanauer & Co. They had no means when they commenced business, and we let them our money and credit, believing that they were good business
50 men, and having great confidence in Mr. Oakes as a man of capacity and integrity. Our books and papers were lost in the manner stated in the deposition of J. Hanauer, taken here to-day, and

when we came to settle our accounts we were compelled to rely exclusively on the accounts of Hunter & Oakes, made out in the handwriting of Mr. Hunter. In 1862 or 1863 Mr. Oakes left Arkansas and went to St. Louis, Mo., where he has been ever since, leaving the business in the hands of Mr. Hunter. I am satisfied that our books were well and faithfully and regularly kept. At the commencement of the war the State troops were called by the State. The troops acted with the confederate troops. I was appointed by General Yell as commissary on his staff. General Yell was appointed major general of the State troops. They were organized to act in hostility to the United States. I continued to act in the capacity of commissary for the State troops a month or six weeks, until the 28th of June, 1861, when General Hardee,
51 and officer appointed by Jeff. Davis, arrived, and the State troops were turned over to him. Under him I was appointed and acted as quartermaster and supply contractor. My duties as such were to purchase and furnish all supplies for the quartermaster and commissary departments. I continued to act in that capacity from June, 1861, for about ten or twelve months immediately succeeding. During a great part of that time I had no funds of the Confederate States on hand. In making purchases I generally gave due bills payable in confederate bonds, signed by myself as supply contractor of the provisional army of the Confederate States. Very often my name to them was signed by clerks in my employ. The understanding of the parties from whom I purchased was that these due bills would be paid in confederate money when I received the same from Richmond, Va. I sent my agent to Va. in order to get confederate money to pay them off. He returned with sixty-five thousand dollars ($65,000 00) of confederate treasury notes
52 for that purpose, which notes he had received from the confederate government; but on his return to Memphis, learning that Pocahontas had been captured by the federals, the money did not come to my hands at Pocahontas to pay off the said due bills. Many of these due bills were taken up by Hunter and Oakes in purchase of goods and otherwise, and charged on their books to L. Hanauer & Co. direct, as I have been informed by Mr. Hunter. The paper hereto attached, marked exhibit number two, hereto, is in the handwriting of W. R. Hunter, and was furnished to me by him at the time of making settlement between L. Hanauer & Co. and Hunter & Oakes. When I gave the notes sued on in this case, he informing me that it was a list of those due bills given by me as supply contractor of the Confederate States, which had been taken up by Hunter & Oakes and charged to L. Hanauer & Co. The exhibits hereto attached, marked from 3 to 143, inclusive, number 121 being omitted, are due bills, orders, and receipts, given by me as
53 supply contractor of the Confederate States army of the several dates mentioned in the same for supplies furnished the confederate army. These papers were given to me by Mr. Hunter at the time of making the settlement above mentioned, when I gave the notes sued on in this suit as vouchers for his account, and in the settlement were estimated at one-half their nominal value.

At the time these due bills were given it was well understood by the parties to whom they were given, and by Hunter & Oakes, that I was acting as an officer of the Confederate States government, and was not individually responsible for them. The papers hereto attached and marked exhibits, numbered from 144 to 151, inclusive, were given on the same account for like supplies, signed L. Hanauer & Co., because the parties preferred that signature, but with the understanding that they were to be paid out of the funds of the confederate government,

and taken up by Hunter & Oakes with that knowledge, and they were in like manner given to me by said Hunter as vouchers for
54 his account, in which the same were charged to L. Hanauer & Co., as was also No. 152, hereto attached, which was created in the same way. Exhibits No. 153 and 154 were old notes of the firm of L. Hanauer & Co., taken up by Hunter & Oakes and charged to L. Hanauer & Co., hereto attached. At the time of the settlement, Mr. Hunter also gave me the paper hereto attached marked Exhibit 155, which is in his own handwriting, as a part of his account against L. Hanauer & Co. That is the account of Hunter & Oakes. All the notes I mentioned as of date after May, 1861, were for like supplies furnished the confederate army as last mentioned. These notes were taken as full value with interest in that settlement. Exhibits hereto attached marked No. 156, 157, & 158 were also furnished at the same time by Mr. Hunter as constituting a part of his claim; they are also given for like supplies. Exhibit No. 156 is in the handwriting of Mr. Oakes. Exhibit No. 159, hereto attached, and also Exhibit No. 160, 161, &
55 162 are all in the handwriting of Mr. Hunter, and they were furnished me at the time of the settlement by him. Exhibits No. 162 is an account in favor of Hunter as administrator of Charles Hatcher, deceased, for the hire of slaves. On this settlement of the matter shown by these papers I gave two due bills of L. Hanauer & Co. to W. R. Hunter, one for $4,000 00 and the other for $1,551 32, being the same sued on in this case by Samuel H. Doane, assignee of said Hunter. There was no other consideration than as shown by these papers. As I have stated, Mr. Hunter, and also Mr. Oakes, had informed me that Hunter had agreed to wind up the business of Hunter & Oakes and assume all liabilities of the concern, receiving all the assets, and it was at his request that I made the due bills sued on payable to Hunter alone. Before making this settlement I had heard from various sources that Hunter & Oakes had reported that L. Hanauer & Co. owed them $25,000 00. Our books had been burned and I was anxious to
56 make a settlement and get these papers in my hands, for fear the account might grow bigger and never less, which I did, believing that many of these claims were worthless. Previous to the war in 1860, I endorsed, in the name of L. Hanauer & Co., for accommodation of Hunter & Oakes, four notes in favor of J. M. Beebe & Co., of Boston, one for $1,000 00, one for $940 17, one for $1,000 00, and one for $215 68. At the time of the settlement I mentioned this matter to Mr. Hunter and he stated that I was in error, and that I had not indorsed the notes. I also telegraphed to Mr. Oakes and he replied that his impression that I was not on the notes. Our books having been burned, I had nothing to go by, and could not certainly remember whether I was on them or not. I have since learned that I had indorsed them, and a suit is now pending against me on these notes in the Memphis court, of Memphis, Tenn. The amount of said notes being, principal and interest, about $4,000 00, Mr. Hunter is not regarded as solvent, and I have been informed that he has taken the benefit of the bankrupt law,
57 and also that he had before made an assignment to Louis Dorsheimer, of St. Louis, Mo. Mr. Oakes is really not worth anything.

Cross-examined by counsel for plaintiff:

Mr. Oakes collected the 18 or 28 hundred dollars which I spoke of and paid it to me at Memphis. I handed it back to him and told him to give me credit for it and settle it with my brother when they settled the

account of L. Hanauer & Co. I have never received credit for it on any account. I spoke to Hunter about it at the time of our settlement and he said it was included in the statement which he furnished me then, which is attached to my deposition as Exhibit No. 1. I have examined the statement and cannot find it there.

The books of Hunter & Oakes were not present at the time of our settlement. The settlement was made at Memphis, at my store. Mr. Hunter resided at Pocahontas, Ark., but stopped at Memphis to settle with me on his way to St. Louis. He had all the exhibits attached to my deposition with him at the time. I don't recollect whether
58 Mr Hunter gave me a letter at that time from my agent at Pocahontas, Ja's C. Marvin, stating that he had compared the statement made out by Hunter with the books of Hunter & Oakes and found them to correspond, but I am pretty certain that Mr. Marvin never wrote me anything to that effect, because he wrote several times that he could not settle with Mr. Hunter. My authority to act as quartermaster and supply contractor was derived from my appointment by Gen'l Hardee, sent to Richmond, and on the strength I drew money. It was in March or April, 1862, I think, that I sent an agent to Richmond, Va., for the $65,000 00 that I have spoken about. I sent for that purpose my brother, Jacob Hanauer, and George M. Gill, of Memphis. I was at Memphis when they returned with the money. My brother made arrangements to go with the money to Pocahontas to pay off what I owed as supply contractor, but, on the day that he was going to start, my clerk at Pocahontas come to Memphis and told me that Pocahontas had fallen and he could not get there. On reflection I recollect
59 that my clerks came to Memphis before my brother returned from Richmond. My brother then turned the money over to me. I don't recollect knowing of Hunter & Oakes had taken up some of the due bills until I heard of it of Mr. Marvin, after the war. I have attached to my deposition as exhibits all the papers which were used in the settlement between Hunter and myself. My agent at Pocahontas, Mr. Marvin, paid a good many of the due bills I gave as supply contractor, and I paid a good many of them myself at Memphis with confederate money. I now know that I am indorser on the notes held by J. M. Beebe & Co., because when suit was brought against me upon them I went to their attorneys, Pierce, Richardson and Dicks. Mr. Dicks showed me the notes and I found the name of L. Hanauer & Co. upon them as indorsers in my handwriting. The notes had no protest attached, but immediately above the name of the firm was written the words: "We guarantee the payment of this note," or words to that
60 effect. This is on each of the four notes. I have not yet paid either of those notes, nor neither of them, nor any part. I am resisting the collection of the notes. When I gave those two notes, or due bills, on settlement with Hunter, I did so with the intention and expectation of paying them if he saved me harmless against my suretyship for him and Oakes. I heard from Abraham Hofheimer, of Cincinnati, O., that Mr. Oakes was here during the war and told him that we were owing Hunter & Oakes $25,000 00. I also heard from my agent, Mr. Marvin, that they reported that we owed them very largely. At the time of the settlement I believed that all the due bills were worthless, or worth no more than they were in the currency in circulation at the time they were given. In our settlement those due bills were put at one-half their face without interest. The reference in Exhibit No. 1 are to items in Exhibit No. 159 and other exhibits.

Re-examined by defendants' counsel:

Myself and Jacob Hanauer had no separate accounts with
61 Hunter & Oakes, except as shown in the settlements referred to by me.

LOUIS HANAUER.

Sworn to and subscribed before me this 7 day of August, A. D. 1869, at Cincinnati, Ohio, dist. aforesaid.

[SEAL.] FRANKLIN HOLLIDAY,
United States Commissioner Southern District Ohio.

UNITED STATES OF AMERICA,
Southern District of Ohio, ss:

I, Franklin Holliday, a commissioner appointed by the circuit court of the United States for the southern district of Ohio, in the sixth circuit, under and by virtue of the act of Congress, do hereby certify that the foregoing depositions of Jacob Hanauer and Louis Hanauer were taken by me as such commissioner on the 5th and 6th days of August, 1869, between the hours of nine o'clock a. m. and four o'clock p. m. on said days, at the clerk's office of the United States district court
62 for the southern district of Ohio, in the city of Cincinnati, Ohio, in accordance with the agreement hereto annexed, the same being taken on the part of the defendants in a certain cause now pending in the United States circuit court for the eastern district *district* of Arkansas, wherein Samuel H. Doane is plaintiff and L. Hanauer & Co. are defendants, and that, at the taking of the same, Mr. Rose appeared before me as counsel for said defendants and Mr. Snow as counsel for said plaintiff. And I further certify that the said witnesses were of sound mind and lawful age, and that the said witnesses having been by me carefully examined and cautioned and sworn to testify the whole truth, the said depositions reduced to writing by me in the presence of the said witnesses, who subscribed the same in my presence, the same having been carefully read to them, and I have retained the said depositions in my possession until the same are sealed up and directed to the court for which they were taken for the purpose of transmitting
63 the same under my seal for the court for which the same were taken, together with the exhibits therein referred to, and this certificate. I further certify that I am not of counsel or attorney for either of the parties in the said deposition and caption named, nor in any way interested in the event of the said cause.

In testimony whereof I have subscribed my name and affixed my seal at Cincinnati, in the southern district of Ohio, this 6th day of August, 1869.

[L. S.] FRANKLIN HOLLIDAY,
United States Commissioner Southe'n District Ohio.

CINCINNATI, *August 6th*, 1869.

I further certify that, on the 12 day of August, 1869, I placed this package in the post office at Cincinnati, Ohio, directed to the clerk of circuit court U. S. eastern district Arkansas, at Little Rock.

F. HOLLIDAY, *U. S. Com'r.*

64 *L. Hanauer & Co. to W. R. Hunter, admt. of the estate of Charles Hacher, dec'd,*

1861. Jan'y,			Dr.
For bill of boy Brown for (1861)			146 50
" " " Warner & family "			50 00
			$196 50
" interest on same from 1st Jan'y, '62, to 1st Feb'y, '67, *a* 10 p'r c't			99 12
			$295 62

Exhibit 162 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r, S. D. Ohio.

Messrs. L. Hanauer & Co., by Jacob Hanauer, to Hunter & Oakes,

1860.				Dr.
Nov. 14.	To am't p'd Mrs. Kelly		3 00	
" 25.	" 1 p'r kid gloves, 1 25; 1 box cigars, 2 75		4 00	
				7 00
Dec. 3.	" 3 y'ds cal., 35; hair pins, 10		45	
" 4.	" " silk for lady, *a* 66		1 98	
	" thread, 20c.; hooks & eyes & w'bone, 25.		45	
	" 6 silks, 20c.; 1 y'd bl'c'd drill., 10		30	
	" 2 y'ds cambric		20	
	" 3½ y'ds casmer	3 60		
	" 2½ y'ds grey flannel	1 13		
	" 1¼ y'ds selicia	20		
	" 2 y'ds cal'o	15		
	" 6 y'ds silk	20		
65	To thread & buttons	25		
	" wad & pads	25		
			5 78	
Dec. 5.	" 1 bush. peanuts		1 00	
	" box sar		35	
	" pock. repter, 10 00; cart, 1 00		11 00	
" 21.	½ y'd bl'k silk	35		
	¼ p'ks silk	15		
	buttons	10		
	" 1 gold pen, for M. J. Man	3 00		
			3 60	
24.	1 knife, 1 25; 2d. candl's, 50		1 75	
				26 86
1861.				
Jan'y 16.	1 turkey of Russell			25
" 1.	2 y'ds calico, 20		20	
	1 collar, 25; 1 belt, 25		50	
" 16.	3½ y'ds jack., 40	40	40	
	1 shawl pin		10	
" 29.	3 y'ds brilliantine,	30	90	
30.	½ box cigars; 1 p'r shoes, 1 25		2 75	
				5 85
Feb'y 2.	2 doz. eggs, 30; ¼ y'd berage, 19; cash, 10.		59	
	1 knife, 1 25; 1 doz. hadel, 1 50; ribbon, 20.		2 95	
				3 54

Feb'y	18.	5 doz. eggs, 15	75	
	6.	P'd fa. fish, 1 95; pap'r & en., 25	40	
	19.	1 brush, 30; 2 p'r hose, 80	1 90	
	23.	2½ y'ds flan., 1 00; floss 10	1 10	
				3 40
Ap.	29.	1 p'r kid glove, 1 00; 3 y'ds guipure	1 60	
		1 y'd drill., 15; 12 y'ds cal., 1 50	1 65	
		1 hoop sk't, 33 hoops	2 50	
	30.	12 y'ds lawn, 4 00	4 00	
		2 p's emb	2 50	
				12 25
	23.	Cash to M. J. Man, 1 00, 1 50	2 50	2 50
66	May	6. 1 p'r Cong. boots	1 75	
		3. y'ds jeans, 75; 2 y'ds velv. rib., 40	1 15	
May		6. ½ doz. brass buts	20	
"		11. Candles, 15; 1 p'r p'ts, 5 00	5 75	
	13.	13 y'ds buff gingham, lady, 25	3 25	
		3 y'ds blue ging., 25	75	
		1 best fine comb, 50	50	
		1 ball c'd, 10	10	
	18.	5 y'ds jack, 1 50, 23	21 00	
		2 y'ds x bl. mu., 50; 18 y'ds edg., 25	75	
	27.	Shot, 15; 3 p'r ½-hose, 25, 75	90	
				16 50
June	5.	5 lbs. cof., p'r Brown	1 00	
		7 pap. needl's, 50; 1 gil. belt, 75	1 25	
		10 s'lk floss, 10; 1 knife, 1 00, p'r S. Doane	1 10	
	13.	1 p'r silk glove, 75; 1 box hair pins, 40	1 15	
		8½ y'ds bl'k s'lk trm., 40	3 40	
		2 y'ds s'lk, 3 00; 25 y'ds rib., 50	3 50	
		5 sk'ns silk, 25	25	
				11 65
Aug.	8.	1 bolt white rib	75	
		4½ Cant. flan., 20, 90; white do., 30	1 20	1 95
Sept.	9.	1 p'r la. slip., 1 50; 1 caud., 30	1 80	
		1½ y'ds brilliante, 35, 50; 1½ do., 60	1 10	
				2 90
Oct.	7.	4 y'ds sheet'g, 1 25, 5 00; floss, 18; soda, 15	5 30	
"	22.	Cash loaned, 2 00; floss, 15		
	24.	9¾ y'ds linen sheet'g, &c	12 18	
		7 y'ds toweling, 20	1 40	
		6½ y'ds table cloth	2 60	
		12 y'ds Irish lin., 60	7 20	
		12 y'ds pillow-case muslin	2 00	
67	23.	1 shoes, 2 00; 1 tuck comb, 15	2 15	
				37 83
Nov.	1.	1 Pilt cl'th overcoat	18 00	
		1 box, 25; candles, 20	6 25	
	23.	1 auger, 50	50	
	26.	1 buck., 50; 1 coca dip., 50	1 00	
		10 tallow	1 25	
		Cash, 1 30	2 05	
				29 05
Dec.	3.	2 set Ind.-rub. knives & forks	9 00	
		1 set teaspoons, 40; &c	1 05	

	10.	Tea, 50; 1 p'r shoes & socks, for boy	3 00	
	12.	Black'g, 10; locks, 57; 1 broom, 50	65	
	20.	Thread, 30; 1 steel	1 30	
	30.	Socks, 15	15	
				15 15
1862.				
Jan'y	2.	1 p. lad. shoes, 3 00, six-naler	3 75	
	4.	2 table cloths, 3 00; 1 comb, 50	3 50	
		¾ sat., 1 25, 95; 1 y'd silk, 75	1 70	
	10.	3 y'ds rib., 30	30	
	12.	3 p'r hose, lad	2 00	
		2 knit hoods	50	
		¾ rib., 25; 1 shoes, 2 00	2 25	
		1 p'r glove, 50; hair pins	60	
				14 60
				$192 01

Exhibit 161 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

68 *L. Hanauer & Co. to W. R. Hunter.*

1861.				DR.
		To hire of two negroes, boys Tom & Henry, from 1st M'ch to 1st Aug., 1861, 5 mo's, ea. *a* 20		200 00
		Interest		
1860.				
July.		To 400 bdls. oats from farm, by him	8 00	
1861.				
July	10.	Hire Sam, 5 days	5 00	
Ja'y	1.	Billy "	5 00	
		Hire, Brown	5 00	
"	20.	2 boys, 1	2 00	
	29.	1½	2 25	
"	30.	2 boys	2 00	
	31.	Getty	1 50	
		Tom	1 00	
				31 75
1860.				
Sept.		½ profits on nig. boy of F. M. Mark, sold to D. Fealy		50 00
		Interest		00 00
				$281 75

Exhibit 160 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

69 Exhibit 159 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

Messrs. L. Hanauer & Co. in acc't with Hunter & Oakes.

1860.				Dr.
Sept.		To cash		5 00
	10.	coffee	50	
		sugar, Foster	1 00	1 50
	18.	2 ropes, 25; shoes, 1 25		1 50
Oct.	3.	1 s'k flour, 2 65; 14 sug., 1 50	4 15	
	4.	tob., 25; but. & screws, 15	40	
	13.	1 p'r glove, 1 16; 1 p'r socks	1 35	
	16.	1 geog. & atlas, 1 25; 1 gram'r	1 75	
		1 arith., 40; 18th, 1 p'r gloves, 1 10	1 50	
	22.	14 sug., 1 50; p'd for apples, 1 00	2 50	
	29.	p'd for butter & eggs	3 05	
	30.	1 s'k salt, potatoes, 1 50	1 50	
				16 20
	22.	am't p'd Clook, Nelson & Co. by R. A. O.	138 74	
	"	" " " Doane, Hall & Co., "	500 00	
	"	" " Rep	10 00	
				648 74
Nov.	17.	1 saddle blank., 75; 3 nails, 15	90	
"	3.	12 doz. egg; twine	1 60	
"	9.	cash, 2 75; 13½ y'ds casimere	12 47	
		8 y'ds col'd delaine, &c., 14½ y. cal	4 81	
	10.	floss, 25; 1 bead net collar, &c	2 10	
		1 silk hand'ch'f, 1 ba'l cem't	5 84	
	13.	8 nails, 40; 3 sug., 2 94	3 34	
70	14.	2 p's mf., 1 25; 1½ y'ds col. silk, 1 13	2 38	
		sewing s'lk, 10; 15 naul, 75	85	
	15.	p'd for fish, 70; 7 p'd 5 00	5 70	
	17.	2 phips, 80, 15	95	
	21.	p'd for butter, 60	60	
	24.	1 pepper, 15; p'd spe. for pots	15 15	
	26.	p'd for krout & cabbage	3 50	
		1 rec'pt book	90	
				61 29
		20 y'ds poplin, *a* 36½	7 20	
		am't p'd for	2 50	
				9 70
	22.	1 coat, 15; 1 pock. knife, 1 70	16 70	
	27.	1 p'r boots	1 65	
	28.	am't p'd Haney, 7, 75 p'd com., 8 70	16 45	
	29.	1 coat, by Fowler	5 20	
				40 00
		paid H. F. all com. for beams	1 00	1 00
	17.	am't assumed for J. M. Strickland		3 25
		cash, 8 90, do. 5 00, do. 6 25		20 15
Dec.	3.	cash, 119, Melder's man, gold		119 00
	4.	cash, gold		131 00
	21.	cash to bal. cash ac't d'ft		491 77
	22.	" pd. Mrs. Thompson am't		120 45
	17.	am't 40½, herd cattle of W. R. A.		486 00
	27.	d'ft on Anderson & Lowden for Isaac Hirst	30 00	
	31.	ass'd for John C. Dunn	3 00	
				33 00

	3.	am't p'd E. Bell		10 20	
		22 y'ds oil'd calico, *a* 20		4 40	
Dec.	4.	1 pocket knife		1 75	
		1 pistol		12 55	
	5.	1 mouse trap, 10, & 1 book, 25 c		35	
71	6.	36 bush. corn, *a* 50		18 00	
	7.	1 p'r kid lace boots		1 50	
	10.	p'd Dial 2 00; 1 bridal, 75		2 75	
		15 y'ds blc'd dom., *a.* 15		2 25	
		4 sk's silks		10	
	11.	4 nails, *a* 25; 4 buck., 90		1 15	
	12.	1 y'd silk		70	
		2 butcher knives		30	
		4 nails, *a* 25; ½ bush. meal, *a* 38		63	
	13.	1 cand		75	
		10 coffee		1 75	
					58 63
	19.	2½ y'ds goods for		1 65	
		6 sk's silk, *a* 20; 2 ball cord		30	
		6 bars soap		50	
		1 p'r gloves, *a* 75; 2 bolts, *a* 40		1 75	
	22.	2 p'r shoes, 1 25		1 25	
		p'd George Axtell		19 65	
		1 doz. spools thread, *a* 75	75		
		1 " nap	2 40		
		spool silk	10		
				3 25	
		am't p'd Cravens		42 18	
	24.	1 candles, *a* 20		20	
	28.	am't p'd T. J. Self		11 95	
	29.	9 y'ds poplin, *a* 36		3 24	
		am't p'd Marshal		28 08	
		1 qu'r bill paper		25	
		black		20	
					104 85
Dec.	18.	1 candles, *a* 20; 2 nails, *a* 15		35	
	26.	4 nails, *a* 25		25	
72	6.	am't p'd Smiths' Reuben		4 20	
					4 80
1861.					
Jan'y	4.	32 hogs of W. R. Hunten, 4,187, *a* 5		209 35	
		28 " S. McLane, 5,050, *a* 5		252 50	
		am't p'd H. A. Kenady, bal on p'k		11 70	
		as'd for John, (his ac't)		2 80	
					476 35
Jan'y	1.	cash, silver		170 00	
	2.	" " p'd Brimage		86 75	
	3.	" " Bailty		50 00	
	5.	" " W. Hinkle		6 75	
	11.	" silver		150 00	
		" paper, p'r A. Kroas		51 00	
	12.	" p'd J. Man, bal. on p'k		147 95	
	14.	" " Stearn, cod. p't		125 00	
					787 45
	18.	cash p'd Chesser, silver		30 00	
	25.	" for Brown "		30 00	

26.	cash on Beshoar's note		67 09	
28.	" proceeds 1 hhd. tob		22 40	
26.	" for am't p'd Ripley, town tax		77 24	
				226 73
1.	am't p'd Brimage in m'e		25 15	
1.	1 blank		1 50	
	am't p'd Duty		3 00	
2.	1½ candies		40	
3.	am't p'd Asbury		3 00	
	1 p'r shoes, *a* 1 50; 1 p'r socks, *a* 25, by		1 75	
	1 pop., *a* 15; 1 cand., *a* 25		40	
4.	1 candles, *a* 25; p'd Kirk, 1 00		1 25	
5.	1 p'r gloves, *a* 75; p'd for beef, 2 60		3 25	
	p'd Hinkle 3 75; 1 cand		4 50	
7.	4 salt petr., *a* 60; nails, 10		70	
				45 00
73	1 bar'l, 40 sugar, 218, *a* 7, by Mrs. Kelly	15 66		
	½ b'l mo., 26 gal., *a* 37	9 76		
	1 s'k coffe, 165, *a* 12½	2 03		
	4 s'ks, *a* 1 50	6 00		
			52 05	
				52 05
12.	P'd Meeter, 1 50; p'd J. Bates, 9 90		11 40	
14.	Putty, 35; w'lights, 1 40, by Bossines		1 75	
	1 cand., 25; 1 sal'pet'r, 15		40	
16.	25 s'ks salt, 1 40		35 00	
	7 y'ds jack., *a* 20		1 40	
17.	1 candles, *a* 25		25	
18.	Am't p'd Jim Herm, mdz		10 00	
	P'd for 1 hog, 5 40; twine, 10		5 50	
21.	2 candles, *a* 50; 16 sugar, 128		1 78	
	2 saltpeter, 30c.; 6 doz. en		1 05	
22.	Nails, 89, 23; 1 keg, 3 50		3 50	
24.	1 s'k salt, by A. McIlroy		1 50	
				73 61
24.	1 hat, by Dr. Kelly, 4 50; 1 candles		4 75	
25.	Am't p'd Brown		8 50	
	½ bush. meal		35	
26.	1 b'l girth, 40; p'd for Bobbelt, 35		75	
	P'd Poindexter for pork		11 15	
28.	2½ y'ds jack., *a* 30		75	
	Ribb., 40		40	
29.	1 candles, 25; 1 bridle, 1 50		1 75	
30.	½ b'l mo., 26 gal., by Brown & Wise, *a* 45		11 70	
	Paid in cash		2 00	
31.	Buttons, 15; butt., 10		25	
				42 35
3.	75 lbs. meal, *a* 1 15; p'd Tweed, 8 00		9 15	
9.	Paid on p'k		3 35	
74 9.	Coffee by Kird, 1 00; 2 cands		1 50	
10.	4 sugar, 32; p'd for 1 hog, 10 25		10 57	
	3 y'ds flan., *a* 30		90	
	Am't p'd Graum		1 50	
11.	Isaac Williams		13 85	
	Murry		28 00	

	1 candles, *a* 20		20	
	½ b'l mo., 27 gal., *a* 3		10 13	
				79 15
Feb'y	2. Cash for Roele		80 00	
	23. do. do. to pay Marvin		45 00	
	28. do. p'd Mrs. Man		24 00	
				149 00
	1 button, 25; 1 y'd flan. 30		55	
	5 doz. eggs, 75c		75	
	2. 89 s'ks salt, use on p'k, *a* 1 40		124 60	
	4 coffee, 1 00; ½ bush. meal		1 40	
	2 bush meal, 1 egg beater		2 25	
	1 y'd muslin, 30c.; sdrs, 60		90	
	7. 1 p'r boots, 1 10; 5 doz. eggs, 75		1 85	
	8. 3 y'ds gi'ms 50, 10		1 60	
				133 90
	" 1 hoop skirt		3 56	
	9. 1 cof. mill, 75; cof., 1 00		1 75	
	13. 1 bush. meal for Kirk		95	
	14. Ind.-rub. overdick		2 20	
	16. ½ doz. bar soap		75	
	2 bush. meal for Kirk		1 50	
	Rec'd by Jim, 50		50	
	1 p'r shoes for Kirk		1 50	
	18. Cash p'd wood, 50; 1 p'dlock, 30		80	
	Coffee, 1 00		1 00	
				14 25
75	For farm:			
Feb'y	5. 25 nails; 2 cand		2 60	
	6. 16 rope, 1, 2 67; 1 box, 50		3 17	
	4. Nails; 1 bush. meal; coff., 1 85		2 15	
	7. 1 candles, *a* 30; 1 skillet, 65		95	
	14. 15 castg's, *a* 6		90	
	1 sieve, 40; 1 p'r shoes, 1 25		1 65	
	1 set knives & forks		1 25	
	1 plat's, 35; 1 dish, 20		55	
	165 blk.'s tools, *a* 1		24 75	
	1 32-in. bello., *a* 45		14 40	
	1 screw-plate of Smith		5 75	
	1 p'r tongs		75	
	Cash, 1 50; cof.		2 25	
	18. ½ bush. meal, 40; trocar		1 15	
	Nails, 1 00; 3 p's tin, *a* 75		3 25	
	1 hamer, 4 lbs., 62; 1 soda, 15		77	
				66 29
Feb'y	4. Am't ass'd to W. R. Hunter for the following, to wit:			
	Plows, oats, and farming utensuls		200 00	
	Hay & thrasher		110 00	
	33 h'd hors. & mules		2,500 00	
	1 corn crusher		40 00	
	Apple trees		50 00	
	2,600 bush. corn, 1		1,300 00	
	Stock of hogs, all exc'pt p'k hogs		200 00	

		Farming, including 1,046 acres	14,000 00	
76		Building cribs	100 00	
				18,500 00
M'ch	2.	1 bush. meal, 75; pep. rope	1 15	
		1 sack, 20, 83, flour, 4	3 52	
		Nails, 10; 1 qr. bill pap	35	
	14.	Flax th'd, 20; 5 doz. eggs, 50	70	
		Pap., 10; 1 bush. meal	85	
	17.	½ bush. meal, 37; 1 ———	67	
	20.	1 p'r shoes, 75; 28, to our church	2 25	
		Nails	15	
				9 64
	7.	1 ps. jam., *a* 34½, form 10	3 45	
		2 cow-bells	2 25	
				5 70
		Cash handed Jake in c'y	40 00	
	9.	" p'd James Miller	14 00	
	11.	Fisher & M.	20 00	
	18.	.....	2 80	
	25.	.....	15 68	
				92 48
Ap.	22.	" p'd Goldsmith, Backehous & Co., by R. A. O.		173 50
	4.	2 bush. meal, 1 50; shoes	3 00	
		4 shot, 40c.; 22, 10 bricks	1 40	
	22.	1 sack, 25, 90, flour, 4½	4 30	
				8 70
	"	1 p'r shoes for farm	1 65	
	24.	Hoock & eyes, 10; ¾ y'd silk	1 10	
	25.	1 spider, 10; 1 set bed cast., 25	35	
	30.	13 y'ds cal., *a* 1	1 63	
		4 linen drill, 33⅓	1 33	
		8 y'ds cal., *a*	1 00	
				7 06
May	1.	1 y'd vel. rib.	45	
		2 y'ds silk, 10	10	
				55
77	2.	Cash	25	
	"	2 p's heavy dom., 80 y'ds, *a* ⅛	10 00	
	"	1 " drill, 44¾, *a* 14	6 27	
	"	1 " bl'c'd dom., *a* 40¾c., ⅙	6 80	
	"	1 " check, 59¾, *a* " c.6	9 96	
	"	1 Denham, 48½, *a* 15	7 28	
	"	1 bag shot	2 50	
	"	1 " coffee, 165, *a* 15	24 75	
	"	¼ keg powder	3 00	
	"	1 box cartrages	1 25	
				72 06
	3.	5 p'r shoes per lady, *a* 1 50	7 50	
		2 do. " *a* 1 00	2 00	
		42 y'ds calico, *a* ⅛	5 25	
		12 " gingham, *a* 30	3 60	
		Buttons & thread	30	
		2 wool. hose	1 00	
				19 65

	4.	1 bedstead, 12 00; p'd Holliday	13 00	
	6.	2 candles, 60; 2 y'ds calico, 25	85	
	23.	1 straw hat, 30; 1 p'r shoes, 1 50	1 80	
		2 y'ds ribbon, 50; corset strings, 10	60	
	24.	Am't p'd Cartwright, 1 00	1 00	
	22.	8 y'ds Swiss, 75, 6 00; 9 y'ds do., 40, 2 80; p'r lady	8 80	
		1 corset, 1 25; 3 panz, 25	1 50	
		4 sk's silk, 20; 2 y'ds B. gingham, 50	70	
		Am't p'd I. McIlroy p'r ord	4 00	
				32 75
May	18.	12 rod iron for farm, *a* 8¼	1 00	
	30.	2 buckets, *a* 50; 1 set knif & forks	2 25	
		1 salt sel., 15; 1 set tumblers, 75	90	
		1 vinegar & peper, *a* 25; 2 round dishes, 50c.	75	
78	30.	3 long platter, 25, 40, 50	1 15	
		4 soda, 50; 1 pep., 25; 1 spice, 25	1 00	
		1 set teas, *a* 40; 2 set plats, 50; 2 pitchers, 1 40	2 30	
		1 bowl, 25; 3 do., 50; 1 cream pitcher, 30	1 05	
		1 sugar bowl, 60; 1 tea ket., 75	1 35	
		1 coco dip., 45; 3 pope, 60, 1	1 05	
		2 candle sticks, 50; 4 candles, 1 20	1 70	
		2 crocks, stoneware, 4 gall's.	80	
				16 10
	21.	Whisky & rum & wine, McKelly	7 80	
				7 80
	11.	Am't collect'd of J. Ferguson by Bode, for R. A. Oakes		24 92
		Am't cash, col'd by Bode on Stearns' note		5 00
Jan'y	24.	1 coffee, *a* 10; 1 cand., 30, farm		40
		2 bunches cigar, 2 00	2 00	
	1.	1 bridle by Dr. Harrison	2 00	
	5.	Cash, 1 50; am't p'd boy for ad.	2 50	
	10.	1 look'g glass, by Reynal	1 50	
		1 box black'g & brush	30	
	13.	1 hat, 1 00; tob., 25, by Jim	1 25	
	18.	2 sacks salt, by Ferguson	4 00	
	19.	1 p'r saddle bags, *a* 5 00; 1 bridle, R. D'm	6 25	
	24.	1 tea, 1 00; 3½ bush. meal, *a* 75, 2 47	3 47	
	10.	2 boxes, *a* 50, candles, 80, *a* 25	20 50	
		3 soap, *a* 96, 10c., 10, 10; 4 best choups, *a* 1 56	70 10	
		200 cig., 8 00; 300 do., 12 00; 1 box, 3 00	23 00	
		1 cask brandy, 16 gal., 2 50	40 00	
		10 cush. sug., 2 00; faucet, &c.	2 50	
			156 10	
				179 37
June	1.	Cash, 5 00; 1, cash, 15 00	20 00	

79	15.	Cash, in gold, 500 00	500 00	
	24.	Dit. to pay for Mo. State Jour.	1 00	
				521 00
	3.	Am't as'd to R. A. Oakes for bal. due R. A. O. from L. H. & Co.		1,054 77
July	1.	3 y'd linen sh't'g for lady, 1 00	3 00	
		7 do. cal., *a* 15, 1 15; 6½ y'ds linen, 78	5 93	
		5 " muslin, *a* 55; tape, 50; hook & ey, 10	2 05	
				10 98
	3.	7 " blue flan., 60	4 20	
		2 doz. brass but., 50; butt., 5	55	
		2 y'ds fine Irish linen	1 50	
		5 y'ds blue mulled flanne	3 75	
		5 " check, 75; butt., &c.	1 15	
	6.	Tacks, 10; 1 file, by Johnson	1 10	
		1 y'd flam., by Abe	75	
	9.	3 nails, 25; cash p'd J. Martin	75	
	12.	1 hoop skirt	40	
	15.	Buttons, 30; tob., 30	60	
		1 soda, 15; 1 box, 30; Tom, 10	35	
	20.	7 cal., 8; 7½ qr. deed pap., 25	33	
				15 63
		Cash p'd Holliday for Col. Hurdman		20 00
Aug.	3.	Cash by McKuregni, Stat. bonds	10 75	
	7.	4 wood chains, *a* 65; 2 bus. meal, 1 50	4 10	
	14.	Pap., 5; mcdz. p'd Z. G. James, 14 95	15 00	
	16.	2 thread, 3 00; 3 candl., 90, farm	3 90	
	17.	1 soda, 20; 1 mus'g. box, 1 50	1 70	
	26.	Mchdz. per Shaw, 3 00; 65 meal, 1 00	4 00	
				39 45
Sept.	28.	Cash to pay Pulliam	40 00	
	30.	" " Glasscock	50 00	
				90 00
	11.	P'd Reynal for put. handl. to driver's stone		3 50
80	9.	1 p'r shoe, 2 00; 2 rope, 50, by Tabe	2 50	
		21 1/6 bush. wheat, *a* ; 11 3/4 do., 11 65	32 82	
	16.	7 sacks, 2 10; 9 33/60 bush. wheat, 1 20, 9 96	12 00	
		5 sacks	1 50	
				48 82
	3.	Am't p'd Shaver by Jake	7 90	
		1 1st reader	10	
	6.	2 oz. cloves, 40; 3 oz. cin., 80 of Har. p'd	1 20	
		Nut, 30; spice, 50	80	
	7.	Cash State bonds p'd L. E. J. Brown	5 00	
		1 p'r shoes for black boy John	2 25	
	14.	1 box water-proof caps	40	
	18.	Am't p'd Dehort, L. H., verbal ord.	5 00	
		Com'd	2 50	
	19.	6 y'rd cas. for lady, *a* 1 75	10 50	
		2 doz. mil. but., 75	1 50	
		1 " pants, *a* 10; 4 Spin. tue., 20	30	
		4 " best flan., *a* 75	3 00	
		6 hanks f'cy yarn, *a* 20	1 20	

	25. Black, 10; pap., 25		35	
	Am't W. Lindly, order		6 55	
	27. 1 bunch en		30	
				48 85
Oct.	30. Cash by Jacob Tem, jr., ac.		60 00	
				60 00
	1. Am't p'd Mr. Snyder, per order		4 00	
	8 y'd ginn., *a* 75		6 00	
	23 y'ds lining, 25, 5 75		5 75	
	P'd McGinnis 1 50; 2 cand., 70		2 20	
	5. 1 hat by Israel, 3 50; coff., by Glass, 1 00		4 50	
	9. P'd for app., 50; 5 sacks salt by Bolingier, 50		25 50	
	10. 4 y'ds delain, 2 60; 2¾ do., 1 38		3 98	
81	10. 10½ y'd lin., *a* 25, 2 63		2 63	
	12. 1 box, 25, cand., 40, *a* 30, 12 00		12 25	
	17. 1 coat, 13; 1 key tax, 50		13 50	
	Twine, by Mrs. Ince, 55; 1 soda, 25		80	
	18. Am't p'd Simpson		37 35	
	21. 1 p'r shoes, 2 00, p'r nig		2 00	
	23. Am't p'd James Branham in goods		50 00	
	Do. p'd J. A. Crider		11 20	
	24. " W. Davidson, verb. ord.		8 00	
	25. 1 p'r glov		1 00	
				190 65
	25. P'd for pecan, 50; 26, p'd ord. Brown, 2 0		2 60	
	26. 9 nails, 1 00; 2 larg. goods box, 3 00.		4 12	
	28. 1 coat, 10 0; 1 p'r boys' boots, 2 50		12 50	
	1 nails, 12; 1 whip lash, Glasco, 50		62	
				19 84
	11. 4 candles, farm, per Tabb, 50		1 20	
				1 20
	21. Acc., farm, G. Holliday		7 00	
	23. 1 box, 50; 1 p'r shues by Karny, 2 00.		2 50	
				9 50
	Cash conf'd		50 00	
	"		45 00	
	Do. p'd Ingold p'r ord.		13 50	
				108 50
Dec.	16. 2 nails, 25; 15 y'ds dom., 25, 3 75			4 00
	11. P'd Newton Ford for rep. chimney			1 00
1862.				
Jan.	28. Am't ass'd J. C. Roach, per Jacob			29 05
	8. Cash loaned, Tenn. pap.			500 00
	18. Do. " " "			200 00
	4. ½ pep., 25, p'r Tabb		25	
	6 wat. buck's		2 40	
	15. 1 bar. wh'y, 40 gal., 1 25, by D. W. Young	50 62		
	11 y'ds. jean, 1 00, *jean*	11 00		

82

1862.

Jan'y	15.	5 coffe, 60	3 00		
				64 62	
	18.	1 coat & collar, by A. Winklein		10 00	
	29.	1 sal'p't'r, 50		50	
					77 77
	27.	2 beef steers of R. A. Oakes, by Glass			48 00
Feb'y	12.	Cash loaned, Tenn. pap		50 00	
				220 00	
					270 00
	13.	Am't p'd Taylor		1 00	
		1 ver. p't, 50		50	
	14.	Yard, 20; in., 20		40	
	28.	21 y'ds brill., 50		10 50	
					12 40

1861.

Feb'y	16.	W'm Cook sh'p'd for p't note		12 50	
"	"	S. McLain		100 00	
					112 50
					$1,693 26

CAMP SHAVER, *July* 8, 1861.

Receiv'd of G. W. McElrath one thousand & seventy lbs. corn meal.

WALTON SMITH,
Commissary Seargent.

Exhibit 158 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

158.

83

CAMP SHAVER, ARK.

Received of Geo. W. McElrath eight hundred and forty-eight lbs. corn meal and one hundred and forty-four lbs. flour this 13 July, 1861.

JNO. SHAVER,
A. Commissary.

Exhibit 157 to dep. of L. Hanauer.

F. HOLDIDAY,
U. S. Com'r S. D. Ohio.

L. Hanauer & Co., to Geo. W. McElrath, Dr.

1861.

July 8,	for 170 lbs. meal	$22\frac{14}{48}$	bushels, 1 00	$22 29
" 13,	" 848 "	$17\frac{32}{48}$	" "	17 67
" "	" 144 "	flour, *a* $4\frac{1}{2}$		6 48
" 25,	" 22 bush. meal, *a* 100			22 00
				$68 44

Exhibit 156 to dep. of Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

A list of Hanauer & Co. notes & due-bills.

	Date.	To whom given.	Principal.	Int.	Am't.
	July 22, '59	J. B. Kelsey	69 91	51 52	121 73
	Aug. 29, '61	A. W. James	25 82	8 47	34 29
84	Dec. 22, '60	W. N. Cook	112 50	40 50	153 00
	Jan'y 7, '62	Jno. F. More, r'cpk	62 15	.....	62 15
	Feb'y 15, "	C. G. Brown, (ord.)	10 00	3 35	13 35
	Aug. 22, '61	Tho's. A. Gordon	13 48	4 40	12 80
	" 2, "	A. G. Toplin	10 30	3 41	13 75
	Nov. 18, "	N. M. Cook	109 00	.....	.....
	Jan'y 10, '62	Ja's. E. Doun	56 38	.....	.....
	" 25, "	Peter Watson	31 88	.....	.....
	" 17, "	John F. Morton	65 92	.....	.....
	" 15, "	Jessee Bennet	11 00	.....	.....
			578 26	.....	131 59
			263 18	.....	547 66

Exhibit 155 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

Due W. M. Cook, one hundred and twelve $\frac{50}{100}$ dollars for pork, receipt of him.

Dec. 22, 1860.

L. HANAUER & CO.

Exhibit 154 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

85 $69 91. POCAHONTAS, ARKANSAS, *July* 22, 1859.

On or before the 31st day of May, 1860, we promise to pay Jno. B. Kelsey, or order, sixty-nine and $\frac{91}{100}$ dollars, for value received, with interest at the rate of ten per cent. per annum from due till paid.

L. HANAUER.

(Indorsed:) For value received assign the written note to R. A. Oakes, the 22d day of July, 1859.

JNO. B. KELSEY.

Exhibit 153 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(153.)

Jacob Hanauer, pay B. P. Hogin ten dollars, and oblige, &c.

C. Y. BROWN.

Feb'y 15, 182 .

L. HANAUER.

Exhibit 152 to dep. of L. Hanauer.

F. HOLIDAY,
U. S. Com'r S. D. Ohio.

(152.)

86 POCAHONTAS, ARK., *Jan'y* 7, 1862.

Received of John T. Moore six hogs, weighing eight hundred and thirty-two pounds.

$62 15. L. HANAUER & CO.

Exhibit 151 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(151.)

Rec'd of W'm Cack seven heads of beef cattle on foot, for one hundred and nine dollars, payable in confederate bonds.
Pocahontas, November 18, 1860.

L. HANAUER & CO.

Exhibit 150 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(150.)

POCAHONTAS, *August* 29, 1861.

One day after date, we promise to pay, to the order of A. W. James, twenty-five $\frac{52}{100}$ dollars for value received.

L. HANAUER & CO.
A. W. JAMES.

Exhibit 149 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(149.)

87 POCAHONTAS, *August* 22*d*, 1861.

Due A. G. Toplin ten dollars and thirty cents, payable in salt, at the market price at this place when delivered.

L. HANAUER & CO.

A. G. TOPLIN.

Exhibit 148 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(148.)

Due James E. Davis fifty-six $\frac{38}{100}$ dollars, payable in confederate bonds.
$56 38. L. HANAUER & CO.

POCAHONTAS, *Jan'y* 16, 1862.

(Endorsed:) James E. Davis.

Exhibit 147 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(147.)

POCAHONTAS, *August* 22, 1861.

Due Thomas A. Gardner thirteen $\frac{40}{100}$ dollars, payable in salt at the market price at this place when delivered.

L. HANAUER & CO.

(Indorsed:) Tho's A. Gardner.

Exhibit 146 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(146.)

88 Due Peter Watson thirty-one $\frac{88}{100}$ dollars, payable in confederate bonds.
($31 88.) Pocahontas, January 25, 1862.

L. HANAUER & CO.

Exhibit 145 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(145.)

Due John F. Martin sixty-five $\frac{92}{100}$ dollars, payable in confederate bonds
($65 92.) Pocahontas, Jan'y 17, 1862.

LOUIS HANAUER & CO.

(Endorsed:) John F. Watson.

Exhibit 144 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(144.)

Due John Carter, or order, ten $\frac{90}{100}$ dollars, payable in confederate bonds.
($10 90.) Pocahontas, Dec. 17, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 143 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(143.)

89 $23 00. POCAHONTAS, ARK., *Nov.* 18, 1860.

At sight, pay to the order of W. M. Godlin, twenty-three dollars, value received, and charge the same to account of

M. JOHNSTON.

To LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Indorsed:) Excepted Nov. 18, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

W. M. GODWIN.

Exhibit 142 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(142.)

STATE OF MISSOURI, RIPLEY CO., *Nov.* 23, 1861.

Receiv'd of Dan'l K. Ponder, for the use of the P. A. C. States, General J. W. Hardee, commander, two thousand three hundred pounds of beef, at 4c. p'r pound.

L. HANAUER,
Supply Contractor P. A. C. States,
Per JAMES A. KEELEY.

Exhibit 141 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(141.)

90 Due Martin Epps, or order, five dollars, payable in confederate bonds.

$5 00. Pocahontas, Dec. 21, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 140 to dep. L. Hanauer.

F. HOLLIDAY,
U. S. Co'n'r S. D. Ohio.

(140.)

Due H. H. Wyatt, or order, five $\frac{30}{100}$ dollars, payable in confederate bonds or Tenn. money.

$5 30. Dec. 2, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhib't 139 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(139.)

Due M. Ratclife, or order, one $\frac{50}{100}$ dollars, payable in confederate bonds.

$1 50. Pocahontas, Dec. 31, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 138 to dep. o L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(138.)

91 Due B. C. Paylond, or order, forty-four $\frac{21}{100}$ dollars, payable in confederate bonds.

$44 21. Pocahontas, Dec. 13, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Indorsed:) B. C. Paylond.

Exhibit 137 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(137

Due John F. Moore, or order, thirty-two $\frac{10}{100}$ dollars, payable in confederate bonds.

$32 10. Pocahontas, Dec. 18, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

(Indorsed:) J. F. Moore

Exhibit 136 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(136.)

Due John Carter, or order, ten $\frac{90}{100}$ dollars, payable in confederate bonds.

$10 90. Pocahontas, Dec. 17, 1861.

LOUIS HANAUER,
Sup. Cont. P. A. C. S.

Exhibit 135 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(135.)

92 Due Thomas Poindexter, or order, seventeen dollars, payable in confederate bonds.

$17 00. Pocahontas, Dec. 19, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 134 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(134.)

Due J. W. Hufstedler, or order, fourteen $\frac{37}{100}$ dollars, payable in confederate bonds.

$14 37. Pocahontas, Dec. 19, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 133 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(133.)

Due Thomas Grider, or order, nine $\frac{50}{100}$ dollars, payable in confederate bonds.

$9 50. Pocahontas, Dec. 19, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 132 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(132.)

93 Due Thomas A. Ponder, or order, sixty-three $\frac{15}{100}$ dollars, payable in confederate bonds.

$63 15. Pocahontas, Dec. 21, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 131 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(131.)

Due J. M. Commander, or order, forty $\frac{25}{100}$ dollars, payable in confederate bonds.

$40 25. Pocahontas, Dec. 21, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 130 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(130.)

Due Lemuel Toftis, or order, elven $\frac{70}{100}$ dollars, payable in confederate bonds.

$11 70. Pocahontas, Dec. 31, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 129 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(129.)

Due P. McDonald, or order, six dollars, payable in confederate bonds.

94 $6 00. Pocahontas, Dec. 23, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 128 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(128.)

Due A. L. Bridges, or order, seven dollars, payable in confederate bonds.

$7 00. Pocahontas, Dec. 28, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 127 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(127.)

Due I. Cops, or order, fourteen $\frac{25}{100}$ dollars, payable in confederate bonds.

$14 25. Pocahontas, Dec. 21, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 126 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Con'r S. D. Ohio.

(126.)

Due B. J. Wiley, or order, ten dollars, payable in confederate bonds.

$10 00. Pocahontas, Dec. 31, 1861.

LOUIS HANAUER,
95 *Sup. Cont'r P. A. C. S.*

Exhibit 128 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(125.)

Due the bearer, Mr. Knight, two dollars and fifty-eight cents, in confederate bonds.
Pocahontas, Nov. 4, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 124 to dep. of L. Hanauer.

F. HOLLIDAY.
U. S. Com'r S. D. Ohio.

(124.)

Due the bearer twelve $\frac{92}{100}$ dollars, payable in confederate bonds.
$12 92. Pocahontas, Nov. 7, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 123 to dep. L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(123.)

Due George W. Gill, or order, one hundred & ninety-six $\frac{25}{100}$ dollars, payable in confederate bonds.
$196 25. Pocahontas, Nov. 29, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

96 Exhibit 122 to dep. L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(122.)

No. 121 omitted; not found.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

Due J. M. Spence, or order, fifty-one $\frac{50}{100}$ dollars, payable in confederate bonds.
$51 50. Pocahontas, Ark., Dec. 24, 1861.

LOUIS HANAUER,
Sup. Contractor P. A. C. S.

(Endorsed:) J. W. Spence.

Exhibit 120 to dep. of L. Hanauer.

F. HOLLIDAY.
U. S. Com'r S. D. Ohio.

(120.)

Due E. F. Mitchell, or order, sixty-six $\frac{29}{100}$ dollars, payable in confederate bonds or Tenn. money.
$66 79. Pocahontas, Dec. 3, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 119 to dep. of L. Hanauer.

F. HOLLIDAY.
U. S. Com'r S. D. Ohio.

(119.)

Due W'm E. McGrew, or order, nine $\frac{6}{100}$ dollars, payable in confederate bonds or Tenn. money.

$9 6. Dec. 5, 1861.

97 LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 118 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(118.)

Due W. M. Farmer, or order, eight $\frac{27}{100}$ dollars, payable in confederate bonds or Tenn. money.

$8 27. Pocahontas, Dec. 2, 1861.

LOUIS HANAUER,
Supply Cont'r P. A. C. S.

Exhibit 117 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(117.)

Due Ruffin Vendergrieff, or order, nine $\frac{56}{100}$ dollars, payable in confederate bonds or Tenn. money.

$9 56. Pocahontas, Dec. 5, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 116 to dep. L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(116.)

Due E. A. Harris, or order, sixteen $\frac{87}{100}$ dollars, payable in confederate bonds or Tenn. money.

$16 87. Dec. 5, 1861.

LOUIS HANAUER,
Supply Cont'r P. A. C. S.

98 Exhibit 115 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Con'r S. D. Ohio.

(115.)

Due J. F. Clark, or order, nine $\frac{37}{100}$ dollars, payable in confederate bonds.

$9 37. Pocahontas, Dec. 7, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 114 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(114.)

Due Jonathan Whitton, or order, fourteen $\frac{13}{100}$ dollars, payable in confederate bonds or Tenn. money.
$14 13. Dec. 3, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 113 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(113.)

Due Lemuel Smart, or order, twenty-five dollars, payable in confederate bonds.
$25 00. Pocahontas, 18, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 112 to dep. of L. Hanauer.

99

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(112.)

Due Lemuel Loftis, or order, ten dollars, payable in confederate bonds.
$10 00. Pocahontas, Dec. 31, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 111 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(111.)

Due the bearer 8 $\frac{72}{100}$ dollars, payable in confederate bonds.
$8 72. Nov. 23, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 110 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(110.)

Due John Carter for 32 bushels corn meal, *a* 75c. per bushel, amounting to twenty-four dollars, to be paid in confederate bonds.
$24 00. Pocahontas, Nov. 8, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 109 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

100 (109.)

Due W'm Le, or order, nine $\frac{25}{100}$ dollars, payable in confederate bonds.
$9 25. Pocahontas, Dec. 14, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 108 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(108.)

Due Elijah Doulton, or order, twenty-four $\frac{85}{100}$ dollars, payable in confederate bonds.
$24 85. Pocahontas, Dec. 14, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 107 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(107.)

Due Thomas Foster sixteen dollars, payable in confederate bonds.
$16 00. Pocahontas, Dec. 7, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 106 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(106.)

101 Due John C. Thomas, or order, nine dollars, payable in confederate bonds.
$9 00. Pocahontas, Dec. 25, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 105 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(105.)

POCAHONTAS, *Nov.* 20, 1861.

Due the bearer fourteen $\frac{14}{100}$ dollars, payable in confederate bonds.
$14 14.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 104 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(104.)

Due the bearer, McKnight, six $\frac{87}{100}$ dollars, in confederate bonds.
Pocahontas, Nov. 4, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 103 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(103.)

102 Due the bearer, Arthur Bollain, four $\frac{20}{100}$ dollars, in confederate bonds.

Pocahontas, Nov. 4, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 102 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(102.)

Due L. B. Lehr, or order, six $\frac{37}{100}$ dollars, payable in confederate bonds. $6 37. Pocahontas, Dec. 25, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 101 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(101.)

Due S. P. Gardner, or order, fourteen $\frac{25}{100}$ dollars, payable in confederate bonds.

$14 25. Pocahontas, Dec. 24, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 100 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(100.)

POCAHONTAS, *August* 30, 1861.

103 Due Hunter & Oakes one hundred and forty-five dollars and ninety cents, to be paid in confederate bonds.

LOUIS HANAUER,
Supply Contractor for the Confederate Army of Upper Arkansas.

Exhibit 99 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(99.)

POCAHONTAS, *Octo.* 30, 1861.

Hunter & Oakes will let the bearer have one $\frac{20}{100}$ dollars in merchandize, and charge

LOUIS HANAUER,
Supply Contractor.

Exhibit 98 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(98.)

Due H. S. White, or order, one hundred and seven dollars and fifty cents, payable in confederate bonds.

$107 50. Pocahontas, Dec. 21, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Indorsed:) Credit on the within, twenty-eight $\frac{90}{100}$ dollars, Feb'y 12. 1862. $28 90.

Exhibit 97 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(97.)

104 Due the bearer three $\frac{34}{100}$ dollars, payable in confederate bonds. $3 34. Pocahontas, Nov. 20, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 96 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(96.)

Due the bearer sixty dollars, payable in confederate bonds. $60 00. Pocahontas, Nov. 10, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 95 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(95.)

Due the bearer twenty-nine $\frac{30}{100}$ dollars, payable in confederate bonds. $29 30. Pocahontas, Nov. 20, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 94 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(94.)

POCAHONTAS, *Nov.* 13, 1861.

Due Thomas Pindexter, or bearer, five $\frac{87}{100}$ dollars, payable in confederate bonds.

105 LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 93 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(93.)

Due the bearer one hundred and eight dollars, payable in confederate bonds. $108 00. Pocahontas, Nov. 10, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 92 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(92.)

Due the bearer three dollars and $\frac{50}{100}$, payable in confederate bonds.
$3 50. Nov. 23, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 91 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(91.)

Due John Carter, or order, for twenty-eight bushels corn, amounting twenty-one dollars, payable in confederate bonds.

LOUIS HANAUER,
Sup. Contr'tor P. A. C. S.

106 Exhibit 90 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(90.)

Due the bearer, Minor, twenty-seven dollars, in confederate bonds.
$27 00. Pocahontas, Nov. 5, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 89 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(89.)

Due Ben. Green, or order, twenty-seven dollars and fourteen cents, payable in confederate bonds.
$27 14. Nov. 23, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 88 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(88.)

Due Arthur Barham one $\frac{55}{100}$ dollars in confederate bonds.
Pocahontas, Nov. 2, 1861.

LOUIS HANAUER,
Supply Contractor.

Exhibit 87 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

107

(87.)

Due McCowan two $\frac{55}{100}$ dollars, to be paid in confederate bonds.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 86 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(86.)

Due Frank Roach, or order, eleven dollars, payable in confederate bonds.
$11 00. Pocahontas, Dec. 16, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 85 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(85.)

Due W'm F. Roach, or order, twenty-two $\frac{50}{100}$ dollars, payable in confederate bonds.
$22 50. Pocahontas, Dec. 31, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 84 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(84.)

108 Due Thomas Stayton, or order, fifty-three dollars and fifteen cents, payable in confederate bonds.
$53 15. Pocahontas, Dec. 21, 1861.

LOUIS HANAUER,
Sup. Contractor P. A. C. S.

Exhibit 83 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(83.)

Due John Carter, or order, twenty-five $\frac{12}{100}$ dollars, payable in confederate bonds.
$25 12. Pocahontas, Dec. 23, 1861.

LOUIS HANAUER,
Sup. Cont'r P. S. C. S.

Exhibit 82 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(82.)

Due Shival Ziscal, twenty-eight dollars, for 700 lbs. of beef, at 4c. per pound, to be paid in confederate bonds or Tenn. money.

LOUIS HANAUER,
Supply Contractor for the C. S. A. Upper Arkansas.

Exhibit 81 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(81.)

109 Due the bearer, Rufus M. Buknor, ten $\frac{7}{100}$ dollars, in confederate bonds.
Pocahontas, Nov. 5, 1861.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 80 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(80.)

Due the bearer, Sally Webb, one $\frac{65}{100}$ dollars, in confederate bonds.
$1 65. Pocahontas, Nov. 6, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 79 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(79.)

Due Tilman House, or order, fifteen dollars, payable in confederate bonds.
$15 00. Pocahontas, Ark., Jan'y 6, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 78 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(78.)

POCAHONTAS, *August* 21, 1861.

110 Due Moses Baily fifty-eight dollars, in confederate bonds.

LOUIS HANAUER,
Supply Contractor.

Exhibit 77 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(77.)

Due B. C. Thomas twenty-nine dollars, in confederate bonds or Tenn. money.
Pocahontas, October 29, 1861.

LOUIS HANAUER,
Supply Contractor P. C. S. A.

B. C. THOMAS.

Exhibit 76 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(76.)

Due the bearer, Wiley Buck, ninety-three cents, in confederate bonds.
Pocahontas, Nov. 5, 1861. 93c.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 75 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(75.)

Due the bearer, David W. Butler, thirteen $\frac{20}{100}$ dollars, in confederate bonds.

$13 20. Pocahontas, Nov. 5, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

111

Exhibit 74 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(74.)

Due the bearer, David W. Butler, one $\frac{25}{100}$ dollars, to be paid in confederate bonds.

$1 25. Pocahontas, Nov. 5, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 73 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(73.)

Due Mrs. E. Reed, or order, six dollars, payable in confederate bonds.

$6 00. Pocahontas, Jan'y 21, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Endorsed:) Mr. Swimington, you will please receive this for Mrs. E. Reed's tax, and I will cash the same.

LOUIS HANAUER.

Exhibit 72 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(72.)

112 Due John T. Moore, or order, six $\frac{30}{100}$, payable in confederate bonds.

$6 30. Pocahontas, Jan'y 7, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 71 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(71.)

Due J. Hubbard, or order, five $\frac{30}{100}$ dollars, payable in confederate bonds.

$5 30. Pocahontas, Ark., Jan'y 6, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 70 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(70.)

POCAHONTAS, ARK., *Oct.* 23, 1861.

Due Henry H. Johnson one hundred and forty-one $\frac{2}{100}$ dollars, for corn bought of him for the confederate army.

LOUIS HANAUER,
Supply Contractor for the Confederate Army Upper Ark's.

(Endorsed:) H. H. Johnson.

Received on the within twenty-three dollars, per order to W'm Godwin, Nov. 18, 1861.

Exhibit 69 to dep. of L. Hanauer.

113 F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(69.)

Due A. G. Kelsy, or order, ten $\frac{78}{100}$ dollars, payable in confederate bonds.

$10 78. Pocahontas, Feb'y 12, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 68 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(68.)

Due E. D. Carter, or order, twenty-seven $\frac{75}{100}$ dollars, payable in confederate bonds.

$27 75. Pocahontas, Feb'y 10, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 67 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(67.)

Due John Tony Bottom, or order, three $\frac{74}{100}$ dollars, payable in confederate bonds.

$3 74. Pocahontas, Feb'y 6, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 66 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(66.)

114 Due John Harrison, or order, seven $\frac{25}{100}$ dollars, payable in confederate bonds.

$7 25. Pocahontas, Feb'y 7, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 65 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(65.)

Due Felix Johnson, or order, seventeen $\frac{5}{100}$ dollars, payable in confederate bonds.

$17 05. Pocahontas, Feb'y 8, 1862.

LOUIS HANAUER,
Supply Cont'r P. A. C. S.

Exhibit 64 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(64.)

Due W. C. Moms, or order, six $\frac{35}{100}$ dollars, payable in confederate bonds.

$6 35. Pocahontas, Ark., Jan'y 28, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 63 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(64.)

115 Due McGee, or order, five $\frac{65}{100}$ dollars, payable in confederate bonds.

$5 65. Pocahontas, Jan'y 27, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 62 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(62.)

Due John Rowland, or order, eleven $\frac{7}{100}$ dollars, payable in confederate bonds.

$11 07. Pocahontas, Feb'y 1, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 61 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(61.)

Due Thomas Foster, or order, eighteen $\frac{54}{100}$ dollars, payable in confederate bonds.

$18 54. Pocahontas, Jan'y 18, 1862.

LOUIS HANAUER,
Supply Contr. P. A. C. S.

Exhibit 60 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(60.)

Due Andrew Campbell, or order, fourteen $\frac{90}{100}$ dollars, payable in confederate bonds.

116 $14 90. Pocahontas, Ark., Jan'y 3, 1862.

LOUIS HANAUER,
Supply Contractor P. A C. S.

Exhibit 59 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(59.)

Due Joseph Buckner, or order, thirty-six $\frac{30}{100}$ dollars, payable in confederate bonds.

$36 30. Pocahontas, Jan'y 24, 1862.

LOUIS HANAUER,
Supply Contr. P. A. C. S.

Exhibit 58 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(58.)

Due W. C. Morris, or order, three dollars, payable in confederate bonds.

$3 00. Pocahontas, Jan'y 28, 1862.

LOUIS HANAUER,
Sup. Contr. P. A. C. S.

Exhibit 57 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(57.)

Due Martin Key, or order, twelve $\frac{70}{100}$ dollars, payable in confederate bonds.

$12 70. Pocahontas, Jan'y 2, 1862.

LOUIS HANAUER,
117 *Supply Contractor P. A. C. S.*

Exhibit 56 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(56.)

Due Mrs. Johnson, or order, two $\frac{91}{100}$ dollars, payable in confederate bonds.

$2 91. Pocahontas, Feb'y 5, 1862.

LOUIS HANAUER,
Sup. Contr. P. A. C. S.

Exhibit 55 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(55.)

Due Jassee Johnson, or order, six dollars, payable in confederate bonds.

$6 00. Pocahontas, Feb'y 5, 1862.

LOUIS HANAUER,
Sup. Contr. P. A. C. S.

Exhibit 54 to dep. of L. Hanauer.

F. HOLLIDAY.
U. S. Com'r S. D. Ohio.

(54.)

Due W. T. Stayton, or order, sixty dollars, payable in confederate bonds.
$60 00. Pocahontas, Jan'y 25, 1862.

LOUIS HANAUER,
Sup. Contr. P. A. C. S.

Exhibit 53 to dep. of L. Hanauer.

118 F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(53.)

Due W'm Tyler, or order, eight ninety-hundredths dollars, payable in confederate bonds.
$8 90. Pocahontas, Feb'y 5, 1862.

LOUIS HANAUER,
Sup. Contr. P. A. C. S.

Exhibit 52 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(52.)

Due A. M. Fowler, or order, four $\frac{32}{100}$ dollars, payable in confederate bonds.
$4 32. Pocahontas, Feb'y 6, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 52 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(51.)

Due James M. Dalton, or order, eighty-seven $\frac{87}{100}$ dollars, payable in confederate bonds.
$87 87. Pocahontas, Feb'y 22, 1862.

119 LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Endorsed:) James M. Dalton.

Exhibit 50 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(50.)

Due Henry Cockran, or order, thirty-nine $\frac{88}{100}$ dollars, payable in confederate bonds, or Tenn. money.
$39 88. Pocahontas, Jan'y 28, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Endorsed:) L. Hanauer.

Exhibit 49 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(49.)

Due T. M. Preer, or order, forty-eight $\frac{50}{100}$ dollars, payable in confederate bonds.
$48 50. Pocahontas, Feb'y 6, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Endorsed:) M. V. Suryeero.

120 Exhibit 48 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(48.)

Due E. A. Harris, or order, fifteen $\frac{30}{100}$, payable in confederate bonds.
$15 30. Pocahontas, Jan'y 11, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 47 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(47.)

Due H. H. Collins, or order, four dollars, payable in confederate bonds.
$4 00. Pocahontas, Feb'y 8, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 46 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(46.)

121 Due E. Daly, or order, one $\frac{8}{100}$ dollars, payable in confederate bonds.
$1 08. Pocahontas, Jan'y 11, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 45 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(45.)

Due E. Z. Mitchell, or order, twenty-nine $\frac{84}{100}$ dollars, payable in confederate bonds.
$29 84. Pocahontas, Feb'y 4, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 44 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(44.)

Due F. M. Russell, or order, five dollars, payable in confederate bonds.
$5 00. Pocahontas, Feb'y 19, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

122 Exhibit 43 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(43.)

Due John F. Spikes, or order, thirteen $\frac{32}{100}$ dollars, payable in confederate bonds.

$13 32. Pocahontas, Jan'y 2, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 42 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(42.)

Due Elijah Dottan, or order, one dollar, payable in confederate bonds.

$1 00. Pocahontas, Jan'y 17, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 41 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(41.)

123 Due W'm Dalton, or order, seven $\frac{10}{100}$ dollars, payable in confederate bonds.

$7 10. Pocahontas, Feb'y 22, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 40 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(40.)

Due J. M. Overton, or order, eighteen $\frac{80}{100}$ dollars, payable in confederate bonds.

$18 80. Pocahontas, Feb'y 13, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 39 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(39.)

Due R. W. Williams, or order, twelve dollars, payable in confederate bonds.

$12 00. Pocahontas, Feb'y 11, 1862.

LOUIS HANAUER,
124 *Supply Contractor P. A. C. S.*

Exhibit 38 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(38.)

Due W. E. Skinner, or order, five $\frac{74}{100}$ dollars, payable in confederate bonds.

$5 74. Pocahontas, Feb'y 11, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 37 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(37.)

Due Huskey, or order, seven $\frac{50}{100}$, payable in confederate bonds.

$7 50. Pocahontas, Jan'y 4, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 36 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(36.)

125 Due W. D. Rogers, or order, eight $\frac{45}{100}$, payable in confederate bonds.

$8 45. Pocahontas, Jan'y 9, 1862.

LOUIS HANAUER,
Supply Contractor P. S. C. A.

Exhibit 35 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(35.)

Due John McLane, or order, twenty-four $\frac{37}{100}$ dollars, payable in confederate bonds.

$24 37. Pocahontas, Jan'y 11, 1862.

Also six dollars for sacks; total, thirty dollars and $\frac{37}{100}$.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 34 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(34.)

Due John C. Benton twelve dollars, payable in confederate bonds.

$12 00. Pocahontas, Jan'y 1, 1862.

126 LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 33 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(33.)

Due John A. Shappord, or order, twenty-three $\frac{68}{100}$ dollars, payable in confederate bonds.

$23 68. Pocahontas, Jan'y 2, 1862.

LOUIS HANAUER,
Sup. Cont. P. A. C. S.

Exhibit 32 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(32.)

Due Joseph Kellett, or order, one $\frac{50}{100}$ dollars, payable in confederate bonds.

$1 50. Pocahontas, Jan'y 11, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 31 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(31.)

Due L. Helvey, or order, forty-four $\frac{3}{100}$ dollars, payable in confederate bonds.

127 $44 03. Pocahontas, Ark., Jan'y 13, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 30 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(30.)

Due R. Garner, or order, thirty-three dollars, payable in confederate bonds.

$33 00. Pocahontas, Jan'y 11, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 29 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(29.)

Due Mrs. Wells, or order, twenty-two $\frac{62}{100}$ dollars, payable in confederate bonds.

$22 62. Pocahontas, Jan'ry 11, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 28 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(28.)

128 Due T. M. Simpson, or order, eighteen $\frac{94}{100}$, payable in confederate bonds.

$18 94. Pocahontas, Jan'y 10, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 27 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(27.)

Due E. C. Scott fourteen ($14 00) for value received, to be paid in confederate bonds.

Pocahontas, Ark., Jan'y 10, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 26 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(26.)

Due Ben. Drum, or order, thirty-eight $\frac{36}{100}$ dollars, payable in confederate bonds.

$38 36. Pocahontas, Jan'y 16, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 25 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(25.)

Due Elijah Dalton, or order, twenty-three $\frac{81}{100}$ dollars, payable in confederate bonds.

$23 81. Pocahontas, Jan'y 17, 1862.

129 LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 24 to dep. L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(24.)

Due James E. Davis, or order, one dollar, payable in confederate bonds.

$1 00. Pocahontas, Jan'y 16, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 23 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(23.)

Due John Williams, or order, four $\frac{80}{100}$, payable in confederate bonds.

$4 80. Pocahontas, Jan'y 8, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 22 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(22.)

Due James G. Gones, or order, twelve dollars, payable in confederate bonds.

$12 00. Pocahontas, Jan'y 25, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 21 to dep. of L. Hanauer.

130 F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(21.)

Due D. Moran, or order, three dollars, payable in confederate bonds.
Pocahontas, Jan'y 23, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 20 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(20.)

Due G. N. Matty, or order, two dollars, payable in confederate bonds.
$2 00. Pocahontas, Jan'y 23, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 19 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(19.)

Due Thomas Hearn, or order, eighty cents, payable in confederate bonds.
80c. Jan'y 24, 1862.

LOUIS HANAUER,
Sup. Cont'r P. A. C. S.

Exhibit 18 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(18.)

131 Due Lewis Johnson, or order, two $\frac{18}{100}$ dollars, payable in confederate bonds.
$2 18. Pocahontas, Jan'y 24, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 17 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(17.)

Due John Carter, or order, ten dollars, payable in confederate bonds.
$10 00. Pocahontas, Feb'y 12, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 16 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(16.)

Due M. Ellis, or order, one $\frac{50}{100}$ dollars, payable in confederate bonds.
$1 50. Pocahontas, Jan'y 11, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

(Endorsed:) Pay this order to Bingray & C. Mills.

Exhibit 15 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(15.)

132 Due W'm R. Perkins, or order, twenty-four $\frac{45}{100}$ dollars, payable in confederate bonds.
$24 45. Pocahontas, Jan'y 8, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 14 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(14.)

Due T. J. Wilkerson, or order, twelve dollars, payable in confederate bonds.
$12 00. Pocahontas, Jan'y 7, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 13 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(13.)

Due T. B. Gains, or order, two $\frac{75}{100}$ dollars, payable in confederate bonds.
$2 75. Pocahontas, Jan'y 22, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 12 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(12.)

133 Due N. M. Gettinger, or order, three $\frac{12}{100}$ dollars, payable in confederate bonds.
$3 12. Pocahontas, Jan'y 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 11 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(11.)

Due Stacy Woods, or order, one $\frac{75}{100}$ dollars, payable in confederate bonds.
$1 75. Pocahontas, Ark., Jan'y 20, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 10 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(10.)

Due E. M. Russell, or order, twelve dollars, payable in confederate bonds.
$12 00. Pocahontas, Jan'y 18, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 9 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. D. Ohio.

(9.)

134 Due Isaac F. Tobias, or order, twenty $\frac{80}{100}$ dollars, payable in confederate bonds.
$20 80. Pocahontas, Jan'y 3, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 8 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. Dist. Ohio.

(8.)

Due Jacob Mann, or order, thirty dollars, payable in confederate bonds.
$30 00. Pocahontas, Jan'y 15, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 7 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. Dist. Ohio.

(7.)

Due P. McDonald, or order, seven $\frac{20}{100}$, payable in confederate bonds.
$7 20. Pocahontas, Jan'y 12, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 6 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com. S. Dist. Ohio.

(6.)

135 Due J. E. Coock, or order, eight $\frac{62}{100}$ dollars, payable in confederate bonds.
$8 62. Pocahontas, Jan'y 11, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 5 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. Dist. Ohio.

(5.)

Due E. Forrast, or order, three $\frac{75}{100}$ dollars, payable in confederate bonds.
$3 75. Pocahontas, Jan'y 1, 1862.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 4 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. Dist. Ohio.

(4.)

Due G. W. Hill, or order, seven dollars, payable in confederate bonds.
$7 00. Pocahontas, Dec. 21, 1861.

LOUIS HANAUER,
Supply Contractor P. A. C. S.

Exhibit 3 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. Dist. Ohio.

(3.)

136 *A list of due-bills given by L. Hanauer, supply contractor.*

Date.	To whom payable.	Prin.	Int.	Am't.
1861.				
Nov. 5	Rufus M. Bulkner	10 07		
" 4	McKnight	2 58		
" 7	Bearer	12 92		
6	Sally Webb	1 65		
Aug. 20	Moses Bailey	58 00		
Oct. 29	B. C. Thomas	29 00		
Nov. 5	Wiley Buck	93		
" "	David W. Button	13 20		
" "	..... same	1 25		
23	Ben. Gunn	27 14		
" 5	Minor	27 00		
No date..	McGowen	2 85		
Nov. 2	Arthur Bollain	1 85		
" 4	Arthur Bollain	4 20		
" "	McKnight	6 87		
" 20	Bearer	14 14		
Aug. 30	Hunter & Oakes	145 90		
Nov. 23	Bearer	3 50		
" 10	..... do	108 00		
" 13	Tho's Poindexter or bearer	5 87		
" 20	Bearer	29 30		
" 10	..... "	60 00		
20	..... "	3 34		
Dec. 31	H. S. White 107 50			
	Cr. Feb'y 12, '62 ..... 28 90			
		78 60		
137				
Oct. 3	Bearer ord	1 20		
No date..	John Carter	21 00		
" "	Sherrill Tisdale	28 00		
Dec. 23	John Carter	25 12		
" 21	Thomas Stayton	53 15		
" 31	W'm F. Roach	22 50		
" 16	Frank Roach	11 00		
" 25	L. B. Lohr	6 37		
" 24	T. B. Gardner	14 25		
" 7	Thomas Foster	16 00		
" 23	John C. Thomas	9 00		

Nov.	3	David K. Ponder		92 00
"	18	W'm Godwin		23 00
Dec.	18	John F. Moor		32 10
"	15	B. C. Poyland		44 20
"	31	M. Radcliff		1 50
Oct.	23	H. H. Johnson	141 02	
Nov.	18	Cr. by cr. to M. God	23 00	
				118 02
Dec.	2	H. H. Wyatt		5 30
"	21	Martin Epps		5 00
"	"	J. W. Spence		51 50
"	3	E. F. Mitchell		66 79
"	5	W'm E. McGrew		9 06
"	2	W'm Farmer		8 27
"	5	Ruffin Vandergriff		9 56
"	"	F. A. Harris		16 87
"	7	J. F. Clark		9 37
"	3	Jonathan Whitman		14 03
"	18	Lemuel Smart		25 00
138				
Dec.	31	Lemuel Loftes		10 00
Nov.	29	Geo. W. Hill		196 25
"	23	Bearer		8 72
"	8	John Cooter		24 00
"	14	W'm Lee		9 25
"	14	Elijah Dalton		24 85
"	17	John Carter		10 90
Dec.	19	Tho's Poindexter		17 00
"	"	J. W. Hafstedler		14 37
"	"	Thomas Grider		9 50
"	21	Tho's A. Ponder		63 15
"	21	J. M. Commander		40 25
"	"	G. W. Hill		7 00
"	31	Lemuel Loftis		11 70
"	23	P. McDonald		6 10
"	17	John Carter		10 90
"	28	Abey Bridges		7 00
"	21	S. Coap		14 25
"	30	B. J. Wiley		10 00
1862.				
Jan'y	6	Tilmon House, (1861,) error		15 00
"	"	J. Hubbet " "		5 30
"	7	John F. Moore, " "		6 30
"	21	Mrs. E. Reid		6 00
Feb'y	10	E. D. Parker		27 75
"	12	A. G. Kelsy		10 78
"	8	Felix Johnson		17 15
"	7	John Harrison		7 25
"	6	John Long Bottom		3 74
139				
Feb'y	6	A. M. Fowler		4 32
"	5	W'm Tyber		8 80
Jan'y	25	W. T. Stayton		60 00
Feb'y	5	Jesse Johnson		6 00
"	"	Mrs. Johnson		2 91
Jan'y	27	Martin Key		12 70
"	28	W. C. Morris		3 00
"	24	Joseph Buckner		36 30
"	3	Andrew Campbell		14 90
"	18	Tho's Foster		18 54
Feb'y	1	John Rowland		11 07
Jan'y	27	McGee		5 65
"	28	W. C. Morris		6 35
"	9	W. B. Rogers		8 45
"	11	W. T. Skinner		5 74
"	4	J. Huskey		7 50
Feb'y	15	R. W. Williams		12 00
"	13	J. M. Overton		18 80
Jan'y	11	E. Duty		1 08
Feb'y	22	W'm Dalton		7 10
Jan'y	17	Elijah Dalton		1 00
"	2	J. F. Spikes		13 32
Feb'y	19	F. M. Russell		5 00
"	4	E. G. Mitchell		29 84
"	8	H. H. Collins		4 00
"	11	T. A. Harris		15 30
"	6	T. N. Prier		48 50
Jan'y	28	Henry Cochraine		39 88
Feb'y	22	James M. Dalton		87 78

140					
Jan'y 8	John Williams		4 80		
" 25	James G. Jones		12 00		
" 23	D. Morran		3 00		
" "	G. W. Matney		2 00		
" 24	Thomas Heron		80		
" "	Lewis Johnson		2 18		
Feb'y 12	John Carter		10 00		
Jan'y 11	M. Ellis		1 50		
" 8	W'm R. Perkins		24 45		
" 7	T. J Wilkinson		12 00		
" 22	T. B. Gaines		2 75		
" 20	Stacy Woods		1 75		
" "	N. M. Gettinger		3 12		
" 18	F. M. Russell		12 00		
" 3	J. F. Tobias		20 80		
" 1	E. Forester		3 75		
" 1	J. T. Cook		8 62		
" 1	P. McDonald		7 20		
" 15	Jacob Mann		30 00		
" 16	James E. Davis		1 00		
" 17	Elijah Dalton		23 80		
" 16	Ben. Green		38 36		
" 10	T. M. Simpson		18 94		
" 10	E. C. Scott		14 00		
" 11	Mrs. Wells		22 62		
" 11	R. Garner		33 00		
" 13	L. Helory		44 03		
" 11	Joseph Keelett		1 50		
" 2	John A. Sheppard		23 68		
141					
Jan'y 1	John C. Benton		12 00		
" 11	John McClaim	24 37			
		5 00			
			30 37		

Exhibit No. 2 referred to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. Dist. Ohio.

(2.)

1860. *L. Hanauer & Co., in account with Hunter & Oakes.* CR.

Sept. 15.	By am't mc'dz. on hand sold to Hunter & Oakes, as per inventory		19,355 81
17.	Cash sent by R. A. Oakes, est		645 00
18.	Haul'g 8 loads goods, *a* 50		4 00
29.	1 salt sack sold		30
"	Hauling 6 loads goods		3 00
Nov. 20.	1 grindstone sold		2 00
" 21.	4 loads goods hauled		2 00
" 23.	22 bbls. wh'y, 902½ gal's, *a* 21		189 52
" 28.	6 h'lf " brandy, 14, *a* 30	42 85	
	15 " " Bour	98 70	
			140 85
30.	Hides of Bramlet		7 20
13.	Hauling 5 loads from river		2 50
	" 10 "		5 00
9.	1 tarpaulin		35 00
15.	Cash to pay boat		146 52
20.	Cash dr'ft		595 25
Dec. 7.	1 grindstone sold	2 50	
17.	Hauling 11 loads	5 50	
			8 00

142	Dec. 18. 15 bbls. wh'y, 616½ gal's, *a* 21	129 47		
	" 11 h'lf " Bourbon	81 60		
	3 French brandey	21 00		
				232 07
	20. 6 bbls. wh'y	51 45		
	7 half "	48 90		
	5 brandey	34 65		
				135 00
	Hauling 3 loads			4 00
Jan'y	3. 2 bbls. wh'y, 81 gal's			17 01
"	15. Bill sugar, &c			983 86
"	28. 1 hhd. tobacco			22 40
"	29. H. fall corn			1 50
"	2. Cash, currency			50 00
"	29. Cash on acc't			53 75
Feb'y	9. Cash of McSlicer	7 00		
"	" L. Cordina, 100 bill, 4 p. c't off	96 00		
	11. Cash, gold, of King	50 00		
	18. " Tenn. paper	100 00		
				253 00
M'ch	1. 170 dry hides			13 60
	19. Cash, Cincinnati	275 00		
	22. 1 plow sold	5 00		
				280 00
	1. Fane & Pelbry, of Broureber			162 79
	11. 1 grindstone to McKenna	1 50		
	Whisky "	6 30		
				7 80
May	7. Note on H. D. McCoy			17 70
Jan'y	12. 3 plow points			75
July	12. 1 sack meal, 2 bush			1 50
"	5. Cash, M'o paper			25 00
"	14. Cash, gold ret'd			500 00
	Sept. 10. 1 plow & extra p't sold Johnson			5 25
143	Oct. 16. Note on Trover Redwin			6 90
	9. 1 plow to J. F. Martin			5 00
1862.				
Feb'y	12. 10 bush. wheat of A. E. Taylor *a* 1 00			10 00
				$23,930 83
1860.				
Sept.	12. Am't unexpired term of insurance in N. Y. on $10,000 from 12 inst. to 17th Ap'l, 1861, say 7.5 mo's	179 17		
Nov.	21. 1 grindstone sold	2 00		
				181 17
				$24,112 00

RECAPITULATION.

L. Hanauer & Co. in acc't with Hunter & Oaks. DR.

To am't from page 8, this acc't	$23,425 55
" " " " 10, " "	2,037 74
" " " " 12, " "	1,693 26
	27,156 55

CR.

By am't cr'd from page 14, this ac't		24,112 00
To am't		3,044 55
Jacob Hanauer's acc't, as per bill		192 01
		$3,236 56
To am't of acc't C. Hatches, est		295 62
" " " " to W. R. Hunter		281 75
" " L. Hanauer, supply contractor, acc't bal. on	1,614 90	
" " of L. Hanauer, supply contractor, due-bills	2,904 57	
At half the face	4,579 59	
Is	2,289 47	$2,289 47
144 To am't s'dry due-bills on L. Hanauer & Co., as per mem		547 66
		$6,651 32

CR.

By their interest in 16th section T. 18 N., R. 1 E.	100 00	
By rent of storehouse and warehouses	1,000 00	
		100 00
		5,551 32
1867.		
Feb'y 13. By one due-bill for	4,000 00	
" " " " " "	1,551 32	
		5,551 32

MEMPHIS, TENN., *Feb'y 13th*, 1867.

HUNTER & OAKES,
By W. R. HUNTER.

Exhibit No. 1 to dep. of L. Hanauer.

F. HOLLIDAY,
U. S. Com'r S. Dist. Ohio.

(1.)

Filed and opened and published, per rule of court, August 17, 1869.
CHA'S P. REDMOND, *Clerk.*

Deposition of Louis Hanauer.

UNITED STATES OF AMERICA,
Eighth Circuit and District of West Tennessee, City of Memphis, ss:

145 Be it remembered that, on this first day of September, in the year of our Lord one thousand eight hundred and sixty-nine, before me, Hume F. Hill, a commissioner duly appointed on the 12 April, 1867, by the circuit court of the United States in and for the district of West Tennessee, under and by virtue of the acts of Congress enacted "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an

act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act entitled "An act to establish the judicial court of the United States," passed September 24th, 1789, personally appeared Louis Hanauer, a person of sound mind and lawful age, a witness for the defendants in civil suit now depending in the circuit court of the United States in and for the eastern district of Arkansas, wherein Samuel H. Doane is plaintiff and L. Hanauer & Co. are
146 defendants, in an action of debt, and whose testimony is alleged to be material in said cause in behalf of the defendants, and the said Louis Hanauer, being by me first carefully examined and cautioned and sworn to testify the whole truth and nothing but the truth, did depose and say:

My name is Louis Hanauer, one of the defendants in this case, the same whose deposition was taken in this cause in Cincinnati, in the month of August, in this present year. The paper hereto attached, marked Exhibit "A," is in the handwriting of Washington R. Hunter, and is the account against me as supply contractor of the Confederate States government, and for articles furnished to me as such, money paid, and the various items therein mentioned, which were all for the use of the Confederate States government and in aid of the rebellion. The account was given me by said Hunter at the time of the settlement referred to in my former deposition, and the items thereof were included in the notes then given by me, and which are the foundation of this suit, as a part of the consideration of the same to the extent $1,674 90.
147 At the time that this account was made it was not the understanding of either Hunter, Oakes, or myself that I was individually responsible for the same. The paper referred to was not mentioned in my previous deposition, because it, with the other papers, had been sent to Judge Rose, my attorney, at Little Rock, some time before, and was not produced to me on my examination on that account, and I then though I had them all before me.

LOUIS HANAUER.

UNITED STATES OF AMERICA,
Eighth Circuit and District of West Tennessee, City of Memphis, ss:

I, Hume F. Hill, a commissioner duly appointed on the 12 April, 1867, by the circuit court of the United States in and for the district of West Tennessee, and by virtue of the acts of Congress enacted "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th,
148 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, do hereby certify that the reason for taking the foregoing deposition is, and the fact is, that the witness lives in Memphis, State of Tennessee, more than one hundred miles from Little Rock, State of Arkansas, the place of trial of the cause, for and in which said deposition is taken and is necessary.

I further certify that no notification was made out and served on the plaintiff or adverse party, agent, or attorney to be present at the taking of the deposition and to put interrogatories, if he or they may think fit, and that no notification of the time and place of taking the said deposition was made out and served on said plaintiff or adverse party,

149 because neither the said adverse party, nor any attorney or agent of said adverse party, was, at the time of taking said deposition, within one hundred miles from the city of Memphis, the place of taking the said deposition.

I further certify that, on this first day of September, A. D. 1869, I was attended by the witness, who is of sound mind and lawful age, and the witness was by me carefully examined and cautioned and sworn to testify the whole truth, and the deposition was by me reduced to writing in the presence of the witness, and, after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding the same by United States mail to said court, with my own hand, to the court for which the same was taken.

I further certify that I am not of counsel or attorney to either
150 of the parties in said deposition and caption named or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof I have hereunto set my hand and seal of office, at Memphis, Tennessee, the first day of September, 1869.

[L. S.] HUME F. HILL,
U. S. Commissioner Circuit & District Courts United States for the Eighth Circuit & District of West Tennessee.

Commissioner's fee, $5 00; paid by defendant; and I certify that the same is just and reasonable for the service performed.

HUME F. HILL, *U. S. Com'r.*

L. Hanauer, supply contractor, to Hunter & Oakes,

1861.			Dr.
Aug.	7.	To 75 sacks, 1875 wheat; 153½ bush., *a* 1 00	172 25
	10.	1 steel square, 1 50, 1 try do	2 50
		1 smooth'g plane, 1 fine	3 25
		1 drawing-knife	1 25
		3 hammer, 60, 16 04 day	3 80
151	6.	5 files, 50, 3 hand-saws, 6 00	6 50
		6 thumb latches, 1 brace and bits, 4 50	6 00
		6 steel h'dir, 6 00, 1 foot adz, 2 00	8 00
		3 chizels, 1 75, 1 oil stone, 60	2 35
		1 well bucket	1 50
		1 long-handle spade	1 25
		1 " shovel	1 75
		1 keg 10 nails	10 00
		3 p'r large gate hinges	4 40
		1 " " 74, 4 p'r, *a* 1 60	2 35
		1 lantern	75
	17.	40 wheat sacks, *a* 25	10 00
	20.	7 qu. pap., 15; 1 rope, 50	45
		1 box axes	18 00
	23.	1 gross screw, 75; 11 p'r brass buttons	1 10
		buts	3 00
		2 baches q'n	60
		10 nails, 1 faucet	1 50
		100 wheat sacks	25 00
		16-in. rope, at 25c	4 00
	24.	am't p'd W. M. Dalton	21 75

	26.	81 wheat sacks, *a* 25c	20 25
		p'd for hauling bacon	50
	27.	100 bushels wheat from W'm Vandover, 1 00	100 00
		181½ bacon, *a* 76, for hosp	30 25
		1 rope, p'r Israel	25
	28.	404 flour, *a* 3 50	14 16
		58 27/60 bush. wh	58 40
152		72 sacks, 18 14	160 88
		14 12/60 bush. wheat	14 61
		10 22/60 "	10 36
		7 58/60 "	7 97
	31.	40 48/60 "	40 86
	28.	1 steel, of R. A. Oakes	24 00
Sept.	20.	20 bushels wheat, by Redem	20 00
		105 wheat sacks sent to Pocahontas	31 25
		Paid J. M. Roberts, flour	6 86
		" " "	35 00
		" M. W. Wallace for 6 b'd'h'n	6 45
		John Waters, for 100 bush	100 00
		A. Copes, 15	15 00
		F. W. Hall, 29½	29 50
		Nathan Foster, 29	29 00
		100 wheat sacks, Powhatan	100 00
	5.	149 6/60 bush. wheat, of Van	149 10
	6.	125 sacks, 31 25	32 85
	7.	17 54/60 wheat of	17 90
		51 "	51 00
	9.	44 "	44 00
		To q'rs, 50	50
		5 32/60 wheat	5 33
	10.	—	15
		John Waters, 17½ wheat	17 50
		H. Dilden, 28	28 00
		R. C. Marcum, 26	26 00
		P'd Dilden, hauling	3 63
		Carriage, &c	51 25
		185 sacks, 16 25, 3 59	405 78
153		11, 40 61, bacon by	676 83
"	12.	27 flour per Allen, *a* 3 50	95
		P'd E. Jones for 18 wheat	18 00
		T. L. Hise	11 50
		J. Bulloch	16 00
"		"	10 00
		J. Epps, 86½	86 50
		G. N. Helm, 13	13 00
		O. Epps, 20	20 00
		22½ wheat	22 50
		24 25/60	24 41
		75 bacon	11 25
		200 beef, W. D. Kent	8 00
		66 bacon	9 90
		13 bush. corn of L. Holner	7 80
		13 32/60 wheat, Isaac	13 66
		125 wheat sacks	31 25
		8 wheat of Williams	8 00
		6 42/100 "	6 70

		5 "		5 00
		30 " J. Vandover		30 00
		12 J. K. Huson		12 00
		10 58/60 C. Ramb		10 83
		5 48/60 "		5 80
		587 bacon, J. K. Husen		23 48
		45 soap, *a* 10		4 50
		9 wheat, L. Haney		9 00
		13 1/2 " F. Ferguson		13 50
154		590 beef, W. G. Griffith		23 60
		480 " "		19 52
		8 p's dom., 331 1/4 y'ds		66 25
		1 paper		25
Sep.	14.	4 ropes, 3 00 q.; 1 file		4 00
		3 hammers, 8		2 00
		3 boxes candles		36 75
		11 1/2 wheat, of R. Redmin		11 50
	16.	2 boxes soap		11 75
	17.	49 wheat, S. Meekly		49 50
		11 65, " F. W		11 92
		Beef, of Ray		18 00
		4 boxes, 21, soap		27 25
		5 bush. wheat, E. C. Scott		5 00
		12 "		12 00
	18.	4 b. " Patterson		4 00
		4 5/60 " Edwin		4 15
		7 45/60 " St. Clare		7 75
		4 boxes, 1 00; 1 bo. candles		49 00
		2 pencils		20
	19.	*A* receive of Luthel		38 00
	20.	66 *a* wheat of Brow		66 20
		1/2 q. pap		15
		20 sacks, 5 00; 41 12/60 wheat		46 20
	22.	" "		50 42
	21.	78 sacks wheat		171 70
		9 36/60 wheat		9 60
		8 sack flour, 7		32 36
	24.	17 23/60 wheat of Smith		17 38
155	24.	19 23/60 wh		19 38
		45 15/60, Smith		45 29
		123 42/60, A. W. Davis		123 70
	27.	63 1/2, Jane Needly		63 50
	30.	62, E. G. Sower		62 00
Oct.	1.	20 32/60 wheat		20 54
		8 55/60 "		8 91
	5.	1 box 25 candles, 40 lb., 31		12 25
	10.	49 wheat		49 00
		3 head cattle, of Smart		39 00
	14.	28 1/4 wheat, 1 00		28 25
		P'd Keith		28 00
	17.	18 what		18 00
		50 "		50 00
	22.	1 saddle for Cpt. Rob'ts, and 144 corn & 369 bund's fod., due of Ferguson		79 38
	23.	26 18/60 wheat		26 16

Nov.	1.	23 00 flour	69 00
		Am't paid Thomas	29 00
	4.	" " McGowan	2 85
"		" " Arthur Bolton	4 20
		" " " "	1 85
		" " McKnight	6 87
		" " " "	2 58
	5.	" " D. W. Butler	13 20
		"	1 25
		Minos	27 00
		Rufus M. Bulknor	10 07
156		Am't paid Wiley Buck	93
	8.	22½ meal	16 88
	9.	498 sacks, 149 40, 1,009¾ wheat	1,159 15
	22.	Am't p'd Ja's A. Gelden, claim	59 12
	23.	112 wheat sacks	44 80
	"	219 wheat	273 95
	29.	12 wheat sacks	4 80
		Am't p'd G. W. McElrath	68 00
Nov.	17.	To am't conf'd claim J. R. Knotts	87 00
Dec.	2.	25 sacks 10,00,1 seamless	10 75
		tape for officer	50
	19.	am't paid H. Joines	2 00
	20.	130 sacks	52 00
		258 wheat	297 50
	26.	p'd Coward's order acpt	8 20
1862.			
Jan'y	25.	4 sacks salt by Peter Watson	48 00
	27.	150 sack	60 00
		311 15/60 wheat	389 06
Feb'y	15.	211 sacks	84 40
		388 21/60 wheat	485 44
	25.	am't of mcd. collected from A. M. Woodruff	935 97
M'ch	2.	am't cr. W. W. McNaltson	87 78
"		" " "	51 50
"		" H. Cochrane's note	39 88
			2,639 98
		Forward	447 55
			2,214 28
			449 15
157			994 55
			2,170 02
			$9,015 53

1861.		Cr.		
Oct.	2.	By cash, conf. bonds	3,101 66	
Dec.	5.	" cash	500 00	
1862.				
Jan'y	23.	" "	1,000 00	
Feb'y	25.	Rich'd Spencer	397 42	
"	"	cash by R. O. Oakes, to wit:		
		of Woodruff	1,294 40	
		"	1,047 15	
			2,341 55	7,340 63
		Bal. due H. & O., E. O. E.		$1,674 90

Exhibit "A" to my deposition.

LOUIS HANAUER.

HUME F. HILL, *U. S. Com'r.*

Opened and published, per rule of court, September 6th, 1869.

CHA'S P. REDMOND, *Clerk.*

For deposition of James C. Marvin, see page 165–170 & 184–187.

The plaintiff thereupon read in evidence the notes sued on
158 and the several depositions of James C. Marvin, Isaac T. Reese, William B. Janes, Hammet McIlroy, William H. Waddle, William P. Kreps, David C. Block, Robert A. Oakes, William J. Wainwright and Robert L. Glasscock, as follows:

$4,000 00. MEMPHIS, TENN., *Feb'y* 13, 1867.

Due promise to pay to the order of W. R. Hunter four thousand dollars, at the , Memphis, value received.

L. HANAUER & CO.

No due.

[2 00 rev. st'p.]

(Endorsed:)
Pay John P. Block.

W. R. HUNTER.

Pay Samuel H. Doan.

JOHN P. BLOCK.

$1,551 32. MEMPHIS, TENN., *Feb'y* 13, 1867.

Due promise to pay to the order of W. R. Hunter fifteen hundred and fifty-one $\frac{32}{100}$ dollars, at the , Memphis.

L. HANAUER & CO.

[80-c. rev. st'p.]

(Endorsed:)
Pay John P. Block.

W. R. HUNTER.

Pay Samuel H. Doane.

JOHN P. BLOCK.

159 Depositions of James C. Marvin, Isaac T. Reese, William B. Janes, Hammet McIlroy, William H. Waddle, William P. Kreps, and David C. Block are as follows:

Bill of costs:

J. C. Winters, J. P., fees two days	12 00
Two subpœnas	50
R. L. Glasscock, constable	10 50

I. T. Reese, witness, one day, 18 miles; William B. Janes, witness, one day, 15 miles; W. H. Waddle, 1 day; Hammet McIlroy, 1 day, 12 miles; William P. Kreps, 2 days, 21 miles; D. C. Block, 1 day.

Eight dollars of constables' costs paid by plaintiff, and two and half paid by defendant. J. P. fees paid by plaintiff.

$12 50.

JAMES C. WINTERS, *J. P.*

The State of Arkansas to the constable of Dunn Township, Ran-
160 dolph County, greeting:

You are hereby commanded to summon C. C. Elder, W. H. Waddle, David C. Block, and R. L. Womack and James C. Marvin to be and appear before me, at the law office of Baber and Henderson, in the town of Pocahontas, county and State aforesaid, on the 28th day of September, 1869, to testify in a case pending in the circuit court of the United States for the eastern district of the State of Arkansas, in a case depending therein wherein Samuel H. Doane is plaintiff and Louis Hanauer et al. are defendants, on the part of the defendants.

Given under my hand this the 28th day of September, 1869.

JAMES C. WINTERS, *J. P.*

(Endorsed:)

I hereby certify that I served the within by reading the within summons in the presence of the within-named William H. Waddle, David C. Block, C. E. Elder, James C. Marvin, and R. L. Glasscock by
161 acknowledging served of the within summons on the 28th day of September, 1869.

R. L. GLASSCOCK, *Const.*

J. P. fees ..... 25 Const. fees, service.. 2 50

The State of Arkansas to the constable of Demon Township, Randolph County:

You are commanded to summon Hornet McIlroy, Robert Glasscock, James C. Marvin, John P. Black, William P. Kreps, Thomas Foster, William B. Lanes, Isaac Reese, William H. Waddle, Charles F. Bode to appear before me, at the law office of Baker & Henderson, in the town of Pocahontas, on the 27th day of September, A. D. 1869, to give their deposition in behalf of the plaintiff in an action in the United States court for the eastern district of Arkansas, between Samuel H. Doane, plaintiff, and Louis Hanover & Co., defendants.

Given under my hands this the 20th day of September, A. D. 1869.

162 JAMES C. WINTERS, *J. P.*

I hearby ceartafy that I surved the within summons by reading the same in the *same in the* hearing of Hammet McIlroy, 17; James C. Marven, 18; William Creps, 20; William B. Janes, 16; William H. Waddel, 16; Charles H. Bode, 22; Isaac Reas.

R. L. GLASSCOCK, *Const.*

J. P. fees	25
Const feas:	
Survace	4 00
Milage	4 00
	$8 00

Agreement for depositions.

In the United States circuit court, eastern district of Arkansas, fall term, 1869.

SAMUEL H. DOANE, PLAINTIFF,
vs.
LOUIS HANAUER & CO., DEFENDANTS.

The undersigned, counsel in the above case, agree that depositions may be taken in the above cause between the hours of nine o'clock
163 in the forenoon and four o'clock in the afternoon, on the 27th day of September, 1869, at the law office of Baber & Henderson, in the town of Pocahontas, county of Randolph and State of Arkansas, without any commission, before any officer qualified by law to take the same, and that the taking of the same may be continued at the same place, between the same hours, from day to day, until completed, reserving all questions of relevancy or competency.

GARLAND & NASH,
Attorneys for Plaintiff.
WATKINS & ROSE,
Attorney for Defendants.

STATE OF ARKANSAS, *County of Randolph, ss:*

Be it remembered that, on this day, the 20 day of September, A. D. 1869, application was made to me, James C. Winters, a justice of the peace of Randolph County, in the State of Arkansas, by Samuel H. Doane, the plaintiff, by his attorneys, and Louis Hanauer et al., by their
164 attorneys, the defendants, parties in a suit depending in the circuit court of the United States for the eastern district of the State of Arkansas, stating that the testimony of James C. Marvin, Isaac I. Reese, William B. Janes, and Hammet McIlroy and William W. Waddle and William P. Kreps, of the county of Randolph, were material and necessary for the prosecution of said suit, and live at more than one hundred miles from the city of Little Rock, where the court at which said cause is to be tried will be held, as appointed by law, and stating that the testimony of James C. Marvin and David C. Block was material and necessary for said defendants for the defense of said cause, and lived at the county of Randolph, more than one hundred miles from Little Rock, where the court at which said cause is to be tried will be held according to law. Whereupon I ordered that said witnesses should
165 be examined before me, at the office of Baber & Henderson, in the town of Pocahontas, in the county of Randolph, in the State of Arkansas, between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, of the 27th day of September, 1869; and as well the said Samuel H. Doane, the plaintiff, in his own person, and by attorneys, as well, also, the said Louis Hanauer et al., by their attorneys, appearing before me at the law office of Baber and Henderson, in the town of Pocahontas, in the county of Randolph, and State of Ar-

kansas, on the 27th day of September, A. D. 1869, at the hour aforesaid, I have therefore proceeded with the examination. And said witnesses, being then and there carefully examined and cautioned and duly sworn to testify the whole truth and nothing but the truth, saith as follows:

JAMES C. MARVIN, being produced as a witness for plaintiff, after being duly sworn, testifies as follows:

Name, James C. Marvin. I am thirty-eight years of age; occu-
166 pation, heretofore, lawyer; has declined practise on account of health; residence, Pocahontas, Randolph County, Arkansas. I am acquainted with parties of this suit; acquainted with plaintiff about thirteen years, and with defendants about sixteen years. The defendants are Louis and Jacob Hanauer, who composed the firm of L. Hanauer & Co. I came here in May, 1853. There was a firm of L. Hanauer & Co. at that time composed of defendants and Daniel Hanauer, who, to the best of my recollection, died, spring of 1859. After death of Daniel Hanauer defendants continued business in the firm name until the defendants left the State, which was, to the best of my recollection, Feb'y, 1862. I have been their attorneys since 1855 to the present time, and now have power of attorney executed by defendants and their wives to transact all business for them in this and adjoining counties; power of attorney bears date from , and a such agent and
167 attorney was authorized to settle all claims and demands in this and adjoining counties, excepting such claims as were settled by defendants. I am acquainted with the firm of Hunter and Oakes, composed of W. R. Hunter and R. A. Oakes, who bought stock and business in mercantile line of said L. Hanauer and Company, in town of Pocahontas, Ark., about September 1st, 1869. Mr. W. R. Hunter, of late firm of Hunter and Oakes, applied several times to me, since surrender, as agent and attorney, for settlement of their accounts, but I declined to settle same on account of magnitude of settlement, and told him that I preferred he would settle with defendants. I went early in the year 1867 with said W. R. Hunter, of said firm of Hunter & Oakes, and compared the accounts, which he had drawn off against said firm of Hanauer & Company in favor of said Hunter and Oakes, and those I found to be correct copies from their books, and at the same time I compared an account between said Hunter and Oakes and L. Hanauer, as supply con
tractor, C. S. A., and found same to be correct copies of their
168 books; also a list of due bills, and the due bills accompanying the same executed by said Louis Hanauer as said supply contactor or his agents; said Hunter and Oakes also had other notes at the time against L. Hanauer and Company.

I am unable, at this time, to state the amounts of notes, due-bills, or accounts. After comparison with said accounts, I gave said W. R. Hunter, of firm of Hunter and Oakes, a letter addressed to said defendants at Memphis, Tenn., informing them that I had compared said accounts with books of Hunter and Oakes and found them to be correct with said books. I have been acquainted with Hunter and Oakes in their individual and firm capacities since May, 1853, and have done business with them since that time, and have found them correct in all their business transactions, and I believe they kept correct books as merchants. I, as attorney for the defendants, offered to settle the due-bills of L. Hanauer, as supply contractor, held by Hunter and Oakes, presented by W. R. Hunter, of the firm of Hunter and Oakes, by paying fifty cents
169 on the dollar for such of said due-bills as were executed for pork,

and seventy-five cents on the dollar for all others, to be paid in such notes as the said Hunter should select belonging to L. Hanauer and Company, then in my possession. This proposition was made in obedience to instructions from defendants subsequent to the war and before the executions of the due-bills upon which this suit is founded. Subsequent to the war, and prior to the executions of said due-bills, I sold to said Hunter one horse, to the best of recollection, for ninety dollars, and one mare and colt for fifty dollars, for which I received said due bills of the said L. Hanauer, as supply contractor, in payment, which I did as agent and attorney for said defendants. The reason for giving less for pork receipts than any other, because they paid eight cents per pound for pork, and the usual price had been, heretofore, about four cents per pound. Of my own knowledge, I know they paid four cents per pound for beef, but have heard that they purchased some beef for less price.

170 Cross-examination by defendant's attorney:

At the time that I received the instructions about payment of due-bills, as before stated, Louis Hanauer, one of the said defendants, told me that he had been advised by Judge Rose, of Little Rock, Arkansas, and furnished me a written opinion of Judge Fairchilds to the same effect, that he was not legally bound to pay said due-bills, executed by him as supply contractor and made payable in confederate bonds; and all of these instructions, as attorney of said defendants. I received the aforesaid instructions in the fall or winter of 1865, or in the early part of the year 1866.

JAMES C. MARVIN.

JAMES C. WINTERS, *J. P.*

ISAAC T. REESE, being produced as a witness for plaintiff, after being duly sworn, testifies as follows:

I have been citizen of Randolph County, Arkansas, since 1861.
171 I am acquainted with plaintiff since 1857, and with defendants since 1855; was employed, in 1861, by Louis Hanauer to drive three droves of cattle; the first drove to Point Pleasant, Missouri, and the other two droves to Memphis, Tennessee. The cattle was purchased by R. L. Glasscock, who gave orders for the pay on L. Hanauer for the cattle. The cattle that was drove to Memphis were sold to butchers, and not to any confederate government authorities, but on the private account of L. Hanauer. Louis Hanauer was at Memphis, Tennessee, and assisted at the sale of the cattle. Was acquainted with the value of confederate money at the time of the sale of the cattle, and there was no depreciation. It passed as well as United States currency does now; purchased articles in Memphis, Tennessee, for confederate money and received gold and silver in change at the time, that before men-
172 tioned, cattle was sold. I am thirty-one years of age; by occupation, a farmer. I have no interest in the result of this suit.

ISAAC T. REESE.

JAMES C. WINTERS, *J. P.*

WILLIAM B. JANES, being produced as a witness for plaintiff, after being duly sworn, testifies as follows:

I was in Memphis, Tennessee, the fall of 1861. I exchanged Tennessee money for confederate money, for which I gave ten per cent. premium. At this time the difference between gold and confederate money

was gold being about twenty per cent. premium. I saw Louis Hanauer in Memphis, Tennessee, about the time above stated. I met no obstacles in going to and from Memphis, Tennessee, to Pocahontas, Arkansas, about the above-stated time.

W'M B. JANES.

JAMES C. WINTERS, *J. P.*

173 HAMMET MCILROY, being produced as a witness for plaintiff, after being duly sworn, testifies as follows:

I am acquainted with the parties in this suit. I took a drove of cattle to Memphis, Tennessee, about the 1st day of January, 1862; left Memphis about the 15th day of January, 1862. I met with no obstacles in going to or from Pocahontas, Arkansas, to Memphis, Tennessee. I sold beef at Pocahontas, Arkansas, to Louis Hanauer, for which he executed me a due-bill as supply contractor of the C. S. Army, payable in Confederate State bonds. Not long after the war, I presented said due-bill, with other accounts, to James C. Marvin, as attorney of L. Hanauer & Co. No objections were made to said due-bill, but he refused to settle until instructions from L. Hanauer & Company, Memphis, Tennessee.

HAMMET MCILROY.

174 The hour of four o'clock having arrived, the taking of these depositions are continued until nine o'clock on to-morrow morning, this twenty-seventh day of September, 1869.

JAMES C. WINTERS, *J. P.*

Court met Tuesday morning, 9 o'clock a. m., September twenty-eighth, 1866, pursuant to adjournment, and proceeded to the taking of depositions.

JAMES C. WINTERS, *J. P.*

WILLIAM H WADDLE, being produced as a witness for plaintiff, after being duly sworn, testifies as follows:

I am a citizen of Randolph County, Arkansas. I have been acquainted with the parties in the suit for ten years. During the year 1861 Louis Hanauer purchased cattle, corn, and other supplies, for
175 which he gave due-bills. Some were signed L. Hanauer & Company, and others were signed L. Hanauer, supply contractor. I know some of the above-named supplies were purchased for the army, but do not know that they were in some instances. I know L. Hanauer gave due-bills, signed as supply contractor, and at the same time taking a voucher from the party against the Confederate States government, agreeing to collect the money for them.

Question. Who did the parties look to for their pay of those due?

Answer. Louis Hanauer.

(Question objected to by defendants' attorney.)

About December, 1861, I spent two days with Louis Hanauer at Memphis, Tennessee, assisting him in making out his accounts against Confederate States government, which accounts embraced army supplies furnished the Confederate States army in and about Pocahontas,
176 Arkansas. The same month and year I went with Louis Hanauer to Bowling Green, Kentucky, for the purpose of L. Hanauer drawing his pay. After our arrival there, L. Hanauer stated to me that he had collected a greater portion of this account, which account amounted to more than ten thousand dollars. All the money that I

saw, paid at paymaster's office at said place, was Chattanooga, Tennessee, money, and at that time, to the best of my knowledge, was paying no other money. In the year 1861, there was no obstacle in going to or from Pocahontas, Arkansas, to Memphis, Tennessee. I made one trip from Pocahontas, Arkansas, to Memphis, Tennessee, without meeting with any obstacle. I made a trip in January, 1862, from Bowling Green, Kentucky, to Pocahontas, Arkansas, without meeting with any obstacle. From the commencement of the war until the tenth day
177 of April, 1862, there were no obstructions on the way between Pocahontas, Arkansas, to Memphis, Tennessee. I know that, in January, 1862, the firm of L. Hanauer and Company were buying pork in Randolph County, Arkansas. L. Hanauer stated to me afterwards, at Memphis, Tennessee, that he had made a great deal of money on pork. About the first day of April, 1862, at Memphis, Tennessee, he proposed to furnish me money for buying pork and supplies on Black River, Arkansas, and that he would divide the profits. After the surrender, L. Hanauer instructed me to inform James C. Marvin to pay the receipts I held against L. Hanauer, which receipts was for an army voucher that L. Hanauer had collected, and L. Hanauer stated to me that he had instructed James C. Marvin, his attorney, to pay all these claims. I am in no way interested in the result of this suit.

178 WILLIAM H. WADDLE, cross-examined by defendants' attorney:

Some time before army was regularly organized, L. Hanauer bought and advanced supplies for the army, which was in June and July, 1861. After that he acted as quartermaster of Colonel Shaver's regiment, of the State of Arkansas, and as such purchased supplies. Afterwards, General W. J. Hardee came here, and the State troops of Arkansas were turned over to Gen'l W. J. Hardee, of the C. S. army. It was generally understood in the community that L. Hanauer was acting as supply contractor for the C. S. army. There were at Pocahontas, Arkansas, several different quartermasters, and L. Hanauer, in the account referred to in my examination-in-chief, collected or had accounts paid by the different quartermasters and himself.

I don't know upon which of these accounts he made collections. The State claims were paid in bonds of the State of Arkansas.
179 After May, 1861, L. Hanauer and Company were not in business at Pocahontas, Arkansas, but were collecting their old debts and purchasing supplies for the army. To the best of my knowledge, there were no Arkansas State funds at Bowling Green, Kentucky, the time that L. Hanauer made the aforesaid collections. I do not recollect of seeing any money paid at Bowling Green to L. Hanauer on the aforesaid claims, but know that it had been paid as before stated. Some of the due-bills were payable in Tennessee money and others payable in Confederate State bonds. At this time there was no difference between Confederate State bonds and Tennessee money. I was connected with the army at Pocahontas, Arkansas, in the year 1861. I was acquainted with the wants of the army. About the first of September, 1861, the division C. S. army under General W. J. Hardee left this por-
180 tion of the State and went to Columbus, Kentucky. L. Hanauer left Pocahontas, Arkansas, after above-stated time, but do not know how long. From my general knowledge of the country and army in 1861, I suppose L. Hanauer furnished about twenty thousand dollars or twenty-five thousand dollars' worth of supplies, or perhaps more, to the army. The divisions of the army under General W. J. Hardee, while at Pocahontas, Arkansas, and up to the time it left for Bowling

Green, Kentucky, at the time as before stated, was not furnished any funds to the best of my knowledge by the C. S. government to pay for supplies, and the different officers whose duty it was to furnish and purchase supplies issued vouchers, excepting L. Hanauer, who issued due-bills as supply contractor, payable in Confederate State bonds. I do not know whether the pork purchased in January, 1862, as referred
181 to in the examination-in-chief, was bought by L. Hanauer and Company or L. Hanauer as supply contractor.

Re-examined:

To the best of my knowledge, I do not know of the existence of such an officer as supply contractor under the Confederate States government.

WILLIAM H. WADDLE.

JAMES C. WINTERS, *J. P.*

WILLIAM P. KREPS, sworn on the part of the plaintiff, testifies as follows:

I am a citizen of Ripley County, Missouri, near the Arkansas State line, but am engaged in the mercantile business in Randolph County, Arkansas. I have been acquainted with the parties to this suit for the last ten years. I purchased of the citizens of Randolph County, Arkansas, and in State of Missouri, a number of the due-bills given
182 by Louis Hanauer as supply contractor. I regarded them as being good, from the fact that they were signed by L. Hanauer, and he being known to me to be a solvent person, and in purchasing the due-bills there was but few discounted, most of them taken at par, and that I preferred them to the currency of the country at the time; and that the defendant afterwards received the due-bills, since the war, in part payment of a debt that I was owing them. The debt was existing at the time I bought the due-bills, and said due-bills were payable in confederate money.

W. P. KREPS.

JAMES C. WINTERS, *J. P.*

DAVID C. BLOCK, sworn on the part of the defendants, testifies as follows:

I am acquainted with the parties to this suit, and am a citizen
183 of the county of Randolph, State of Arkansas; am forty-three years of age. From the time the State troops were turned over to the Confederate States army, about the last of July, 1861, he, L. Hanauer, acted as supply contractor for the confederate army in and about Pocahontas, Arkansas, and purchased supplies for the army, for which he executed due-bills signed L. Hanauer, supply contractor, payable in confederate money or confederate bonds, and sometimes gave duplicate certified accounts. He was recognized by the citizens as supply contractor at that time.

Cross-examination:

I do not know that there was any such office as supply contractor, and all the knowledge I have of his being supply contractor was his own statement and his signature to papers as such.

DAVID C. BLOCK.

JAMES C. WINTERS, *J. P.*

184 J. C. MARVIN for the defendants:

I am acquainted with the parties to the suit; have been for the

last ten years. Early in the summer of 1861 Louis Hanauer, one of the defendants of this suit, acted as regimental quartermaster of Colonel Shaver's regiment of Arkansas State troops. Afterwards, when the Arkansas troops were turned over to the Confederate States, he became supply contractor of the Confederate States army, by appointment of General Hardee, the general who received the said State troops in behalf of said Confederate States. After his appointment as said supply contractor, he, and his clerks under him, purchased supplies for the army, and in purchasing said supplies executed numerous due-bills, payable in Confederate State bonds. These due-bills were signed by him as said supply contractor. I, as the attorney of said defendants,
185 have compromised, settled, or defended most of said due-bills. In two instances I have seen the said due-bills made payable in confederate bonds, or Tennessee money. In a few instances I have settled those signed L. Hanauer and Company. From the time of the appointment of said Hanauer as supply contractor until some time in the spring of 1862, he, and his agents under him, continued to purchase as such supply contractor, to give due-bills as aforesaid, during which time I was living in the town of Pocahontas, Randolph County, Arkansas. While said Hanauer was acting as said supply contractor, I had frequent transactions with the disbursing officer of the army, and, to the best of my present recollection, they were never supplied with confederate money or other funds to pay for supplies purchased by them while at Pocahontas. In purchasing, they executed certified
186 duplicate accounts against the Confederate States, except Captain Thomas, quartermaster; and the said Louis Hanauer, in some instances, executed their due-bills payable in confederate money or confederate bonds. With the exceptions before stated, in regard to due-bills of the said L. Hanauer, during the time he acted as supply contractor, he was known and recognized in the community and in the army as a supply contractor, and in that capacity purchased supplies and furnished the same to the army, to the best of my knowledge. I am and have been a citizen of Randolph County, State of Arkansas, every since 1853.

Cross-examination:

I cannot say that all the supplies purchased by Louis Hanauer were furnished to the army, nor do I know that there was any such office known in the army as supply contractor.

187 JAMES C. MARVIN.

JAMES C. WINTERS, *J. P.*

STATE OF ARKANSAS,
County of Randolph, ss:

I, James C. Winters, an acting and duly-commissioned justice of the peace in and for the county of Randolph, do hereby certify and make known that the foregoing depositions of James C. Marvin, Isaac T. Reese, William B. Janes, Hammet McIlroy, William H. Waddle, and William P. Krepps, and David C. Block was taken before me on the 27th and 28th days of September, A. D. 1869, between the hours and at the place in the caption hereof above mentioned; that the examinations, responses, and statements of said deponents were reduced to writing in my presence by Abraham Bury and W. T. Bisham, and by the said deponents sworn and subscribed to in my presence, at
188 the time and place aforesaid; and that said deponents are residents of the county of Randolph, and State of Arkansas, except William P. Krepps, who resides in the State of Missouri.

In testimony whereof I, James C. Winters, justice of the peace, do hereunto set my hand at Pocahontas, in the State of Arkansas, this the twenty-eighth day of September, A. D. 1869.

JAMES C. WINTERS, *J. P.*

Filed and opened and published, per rule of court, October 2d, 1869.

CHA'S P. REDMOND, *Clerk.*

Depositions of Robert A. Oakes and William J. Wainwright, as follows:

In the United States district court, eastern dist. of Arkansas, fall term, 1869.

SAMUEL H. DOANE
vs.
LEWIS HANAUER & Co.

189 Washington R. Hunter, on behalf of plaintiff in the above-entitled suit, being sworn, says that he is advised by counsel, and verily believes, that the testimony of Robert A. Oakes and W'm J. Wainwright, at present of St. Louis City, State of Missouri, is material and necessary for said Samuel H. Doane, plaintiff, in the prosecution of said cause; that the said Oakes and Wainwright, witnesses, live at the said city of St. Louis, Missouri, more than one hundred miles from the city of Little Rock, Arkansas, where the court at which this deponent expects the said cause will be tried as appointed by law to be held; and this deponent further states that, as he is informed and believes, Louis Hanauer & Co., the above-named defendants, reside at Memphis, Tennessee, and Cincinnati, Ohio, respectively, about four hundred miles distant from said city of St. Louis, the place where the examination of said witnesses is expected to be taken; that, as he
190 is also informed and believes, that Watkins and Rose, the attorneys of the said Louis Hanauer & Co., defendants, reside at Little Rock, Arkansas, about five hundred miles from St. Louis City, as aforesaid.

W. R. HUNTER.

Sworn to and subscribed before me this third day of September, A. D. 1869.

{SEAL'S PLACE.} Witness my hand and official seal at office in St. Louis City, Missouri, the day and year last aforesaid.

THEODORE PAPIN,
Notary Public, St. Louis County, Missouri.

Order.

STATE OF MISSOURI, *County of St. Louis:*

Let Robert A. Oakes and William J. Wainwright, witnesses named in the foregoing affidavit, be examined, de bene esse, before me accordingly at my office, southeast corner of Third and Pine streets,
191 in the city and county of St. Louis, State of Missouri, on Friday, the third day of September, A. D. 1869, between the hours of 9 o'clock in the forenoon and 5 o'clock in the afternoon.

THEODORE PAPIN,
Notary Public, St. Louis County, of Missouri.

Be it remembered that, on this third day of September, A. D. 1869, Washington R. Hunter personally appeared before me, Theodore Papin, a notary public as aforesaid, and made oath that he is agent for plaintiff in the suit then depending in the district court of the United States, eastern district of Arkansas, wherein Samuel H. Doane is plaintiff and L. Hanauer & Co. are defendants, and the testimony of Robert A. Oakes and William J. Wainwright was material and necessary for the said plaintiff, and that the said witnesses lived at St. Louis City, Missouri, more than one hundred miles from Little Rock, Arkansas, where the court at which the said cause would be tried was appointed by
192 law to be held; that said defendants resided at Memphis and Cincinnati, respectively, distant more than one hundred miles from the city of St. Louis, and that Watkins and Rose, their attorneys, reside at Little Rock, Arkansas, more than one hundred miles from the city of St. Louis aforesaid; and I was requested, on behalf of the said Samuel H. Doane, plaintiff, that the said Oakes and Wainwright, witnesses, might be examined according to the directions of the act of Congress in such case made and provided. Whereupon I ordered that the said Oakes and Wainwright should be examined, de bene esse, before me at my office in the city of St. Louis. Said witnesses appearing before me at my office in said city, on this third day of September, A. D. 1869, have therefore proceeded with said examination.

And the said ROBERT A. OAKES, being carefully examined and cautioned and duly sworn to testify the whole truth and nothing but the truth, saith:

193 I reside in St. Louis; am forty years of age. I am acquainted with the parties, plaintiff and defendants, to this suit. I resided at Pocahontas, Arkansas, from December, 1852, till November, 1863. I was one of the members of the firm of Hunter and Oakes, doing business at Pocahontas, Arkansas. In the latter part of August, 1860, the firm of Hunter and Oakes bought out the firm of L. Hanauer and Co. I superintended the keeping of the books of Hunter and Oakes. I know that the books were properly kept. After the firm of Hunter and Oakes bought out Hanauer & Co. there were large business transactions between the two firms. The invoice of goods that Hunter and Oakes bought from L. Hanauer & Co. amounted to about nineteen thousand dollars, $19,000 00. In consideration for these goods Mr. Hunter conveyed to L. Hanauer & Co. a farm, stock, implements, grain,
194 &c., amounting to about nineteen thousand five hundred dollars, $19,500 00. After this there was a running account between the two firms. There was also an account against L. Hanauer as quartermaster and another as supply contractor for the confederate government. The supplies purchased by Hanauer as quartermaster and supply contractor consisted of groceries, iron, provisions, and merchandise generally. In all these supplies furnished we never made a charge against the government, nor were there any vouchers given to us by the government. The transactions were between ourselves and Mr. Hanauer. The main portion of these accounts were made before confederate money had made its appearance, and the goods were sold at specie prices and at lower rates than they could now be purchased for in that section of the country. A large portion of the goods L.
195 Hanauer bought for the use of the confederate government were the same that we had purchased from L. Hanauer & Co. when the first confederate money made its appearance in the fall of 1861. It was worth par. Afterwards, for some time, it was worth equal to other

currency. Four-fifths of the accounts between Hunter and Oakes and L. Hanauer & Co. accrued before the confederate money began to depreciate. No payments were ever made to me by L. Hanauer at Memphis or anywhere else for which he did not receive a credit on the proper books and to the proper accounts. I know, of my own knowledge, that L. Hanauer received due-bills which he had issued as supply contractor in payment of debts due the firm of L. Hanauer & Co. I was not present when a settlement was made between Louis Hanauer and W. R. Hunter. If the settlement was made by the books of Hunter and Oakes it must have been correct. The books are not now in my possession, but they will show if the settlement is correct.

196

In the fall of 1860, the firm of Hunter and Oakes purchased a bill of goods from James M. Bebee & Co., Boston, and in payment therefor gave their notes as follows: four notes, amounting in the aggregate to about three thousand dollars, payable, severally, seven, eight, and nine months after date; two of them payable eight months after date. These goods were purchased upon letter of introduction from L. Hanauer & Co. I cannot state possitively to whose order these notes were made payable. My impression is that they were made payable to the order of Bebee & Co. They were so entered upon our bills payable books. I don't think I could have made a mistake in making the entry, as the same was made soon after the notes were given. I have no positive recollection about this matter, however. In the spring or summer of 1861, Beebe & Co. sent to Hunter and Oakes new notes for their signature, for the same amount as those previously executed, made payable to the order of L. Hanauer & Co. They requested that these notes be signed by us and endorsed by L. Hanauer & Co., and that upon their receipt they would return the original notes cancelled. We did not comply with their request. I am positive that there was no guarantee on the original notes made by L. Hanauer & Co.; if there had been there would have been no occasion to send new notes on to us for L. Hanauer & Co. to indorse. The notes we received from Bebee & Co., in the spring or summer of 1861, and which they desired us to sign in the place of those given in the fall of 1860, were made payable to the order of L. Hanauer & Co., with the following endorsements on the backs: We hereby guarantee the payment of the within at maturity. This guarantee they requested us to get L. Hanauer & Co. to sign as before stated; we did not do it. The reason, as I suppose, that Bebee & Co. sent on these notes was that they were fearful that we would not be good and they desired additional security.

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I neglected to state in the first part of my deposition that neither myself nor Mr. Hunter knew of any such office under the confederate government as supply contractor, and the credit we extended to Louis Hanauer was upon his own individual responsibility. I heard Mr. L. Hanauer say that he acted for the confederate government in the capacity of supply contractor, for the purpose of collecting debts due the firm of L. Hanauer & Co. L. Hanauer had vouchers made out in his own name, or in the name of L. Hanauer & Co., against the confederate government for all the supplies he purchased, or for the greater portion of them. I have no interest in the result of this suit.

ROBERT A. OAKES.

199

And the said WILLIAM J. WAINWRIGHT, one of said witnesses, being carefully examined and cautioned and duly sworn to testify the whole truth and nothing but the truth, saith:

I reside in St. Louis City; am forty years of age. I have seen plaintiff, but have no acquaintance with him. I am acquainted with the defendants, Louis and Jacob Hanauer. I became acquainted with them in August, 1861, at Pocahontas, Arkansas. I was at the time in the employ of the State of Arkansas, in the capacity of assistant or clerk in the State commissary department. I was afterwards transferred in the service of the confederate government, in the same year. I knew the firm of Hunter and Oakes. I know that they had considerable transactions with L. Hanauer & Co., and made the office of Hunter &
200 Oakes their headquarters. L. Hanauer & Co. were purchasing supplies for the confederate government. L. Hanauer individually also purchased supplies for said government. Neither Louis nor Jacob Hanauer ever had, to my knowledge, an office under the confederate government. They were simply acting under the orders of General Hardee to furnish supplies to the troops under his (Hardee's) command. If they had had an office under the confederate government I would have known it. L. Hanauer represented himself as supply contractor. I never knew of the existence of any such office. The purchases made by him were in his own name, and also in the name of the firm, and the receipts were taken in many instances in his own name, without the affix of supply contractor, or anything else. In many instances debts due to L. Han-
201 auer, and L. Hanauer & Co., were settled in this way. In November, 1861, Louis Hanauer went over with me to Memphis. I made up his vouchers for him against the confederate government. Vouchers which he had against the government from other parties were transferred by me at his request, and made out in his name, or the name of the firm. His account was made out against the government in his name or the name of the firm, and these receipts and vouchers were used by him as vouchers in his account against the government. He went on to Richmond (or his brother Jacob) with these accounts. Some money, say fifty or sixty thousand dollars, was obtained Louis or Jacob Hanauer, at Richmond. A portion of this money, how much I cannot say, was used for the purchase, by L. Hanauer, of real estate. Louis Hanauer told me about
202 the time these accounts were made up, that payments were due for the purchase of real estate, and that he must have the money. Parties from whom he got supplies in Arkansas looked to him for payment. I don't know whether they ever got their money or not. There was nothing that I know of to prevent Louis Hanauer from sending money over to Pocahontas, Arkansas, if he so desired. At that time confederate money was at par with other currency, and currency was at that time at a very small discount for gold. Louis Hanauer was also trading in cotton at that time, making his headquarters at D. H. Townsend. There would be no difficulty whatever for Mr. Hunter to have disposed of his confederate money at par. People at that time were very willing to take it in payment for purchase of produce, or any other business transaction. I do not think that L. Hanauer & Co. ever lost one
203 cent upon supplies purchased by them in Arkansas, and for which they gave due bills, as before stated. They took receipts from all persons to whom they gave due bills, and used these receipts as vouchers against the government in making up their accounts, and got the money on them. I cannot understand how any settlement could have been made by Hunter and Oakes with L. Hanauer, and L. Hanauer & Co., for due-bills which they (Hunter & Oakes) held, given by L. Hanauer & Co., upon any other basis except their payment in full. Messrs. L. Hanauer & Co. had the money, and should certainly have

paid all of these due-bills in full. I have no interest whatever in the result of this suit.

WILLIAM J. WAINWRIGHT.

And I do further certify that the preceeding depositions of these
204 witnesses, Robert A. Oakes and William J. Wainwright, were reduced to writing by me and signed by the said Robert A. Oakes and William J. Wainwright, and that I am not a counsel or attorney for either of the parties to the said suit, nor am I interested in the event thereof.

Given under my hand and official seal at office, in the city of St. Louis, in the county of St. Louis and the State of Missouri, this third day of September, 1869.

THEODORE PAPIN,
Notary Public, St. Louis County, Missouri.

Filed in clerk's office, and opened and published by rule of court, this 14th day of September, 1869.

CHA'S P. REDMOND, *Clerk.*

For deposition of R. L. Glasscock, see pages 25–29.

205 The plaintiff then introduced, as a witness, WASHINGTON R. HUNTER, who testified as follows:

I drew off all of the accounts, &c., upon which the notes on due-bills sued on are based, and they are correct copies from the books of Hunter and Oakes. In the latter part of August, 1860, Hunter and Oakes bought out the stock and business of L. Hanauer & Co., amounting to about nineteen thousand dollars, and took L. Hanauer & Co.'s obligation not to do business in Pocahontas for ten years, and from that time forward the two firms had large running accounts. I sold L. Hanauer & Co. my farm, stock, and grain, in the fall of 1860, for eighteen thousand five hundred dollars, which went into the general account of the two firms, as per account exhibited in L. Hanauer's deposition. L.
206 Hanauer, in the first of the war, had an account with Hunter and Oakes as quartermaster of State troops. This account was settled up, and is no part of the settlement upon which the due-bills or notes sued on are based. About first August, 1861, L. Hanauer came to Hunter and Oakes and had us open an account him as supply contractor, which we did, and sold him goods, &c., and charged to him thus designated, but we did not recognize such an office as supply contractor, and held L. Hanauer, or L. Hanauer & Co., responsible to us for such purchases. About the same time, August, 1861, L. Hanauer came to us, (Hunter and Oakes,) and told us to take in all of his due-bills signed L. Hanauer, supply contractor, and he would lift or pay them in our settlement; and he stated further, if we would take them in our business transactions for debts and goods, the people would be more will-
207 ing to take them. They were not current at first, With this understanding, and having large unsettled business with him, or the firm of L. Hanauer & Co., we took them in. We looked to L. Hanauer individually, and not the confederate government for the supply contractor due-bills and account, for none of those could we have made out an account against the confederate government. L. Hanauer and L. Hanauer & Co. bought up large amounts of produce, cattle, horses, and hogs in Randolph County, Arkansas, and vicinity, for which he or they paid or gave due-bills signed L. Hanauer, supply contractor, much of

which stock, &c., I am satisfied was not turned over to the army of the Confederate States, but, as I believe, shipped and drove to Memphis and other points, and sold on private account. In February, 1862, I left Pocahontas for Memphis per steamboat, and on the same boat Jacob Hanauer shipped fifty or more barrels of lard, which was
208 landed at Memphis at the same time and from the same boat I reached there on; and Louis Hanauer was in Memphis, and took charge of the lard, and asked me to go with him to a house on Front Row, and I did so, and heard him contract and sell the lard at eighteen or nineteen cents per pound net for his private account, and he boasted to me of making a good trade, &c. This lard was from hogs packed at Pocahontas. They, Louis Hanauer & Co., packed a large quantity of pork at Pocahontas in the winter of 1861 and 1862, say from three thousand to four thousand head of hogs, a large portion of which was paid for in due-bills signed L. Hanauer, supply contractor.

Whilst in Memphis in February 1862, L. Hanauer showed me forty acres of land, with improvements thereon, in the suburbs of Memphis, which he told me he had bought at one thousand dollars per
209 acre in confederate money, and considered it a good bargain, worth that in specie. L. Hanauer left Pocahontas about first November, 1861, and went to Memphis, and did not return to Pocahontas any more. A great many supply contractor due-bills were issued after L. Hanauer left Pocahontas, but with his name to them, put there by Jacob Hanauer, who remained at Pocahontas purchasing pork, &c., and attending to the business of L. Hanauer & Co. J. C. Marvin, agent of L. Hanauer & Co. at Pocahontas, took the due-bills of L. Hanauer, supply contractor, in 1866 and 1867, at fifty cents and seventy-five cents on the dollar, and said that L. Hanauer had instructed him to do so. I tried frequently for a year or two after the war to settle the accounts between Hunter and Oakes and L. Hanauer & Co. with Mr. J. C. Marvin, agent of L. Hanauer & Co. at Pocahontas, but could not, Mr. Marvin always putting me off by saying that it was too big a
210 matter, and that one of the firm, Jacob Hanauer, would be on to assist him in winding up their unsettled business, and that their books were lost, &c., and that he, Mr. Marvin, would prefer that I should make the settlement with one of the firm, and as they would not come to Pocahontas, I made out a just and true statement of all the unsettled business between the firms of Hunter and Oakes and L. Hanauer & Co., and called on Mr. J. C. Marvin, L. Hanauer & Co.'s agent at Pocahontas, and had him to examine and compare the books of Hunter and Oakes with statement made out by me, and he said that they were correct, and, at my request, he wrote a letter to L. Hanauer, at Memphis, stating that he had compared the books of Hunter and Oakes with the accounts made out by W. R. Hunter and found them to be correct. This letter was open, and when I got to Memphis I handed it to
211 Louis Hanauer. This was in February, 1867, when I had the settlement with L. Hanauer & Co. The statement and accounts alluded to are those exhibited as part of L. Hanauer's deposition. After three or four days trying to settle, and he, L. Hanauer, dispatching to Mr. R. A. Oakes, of St. Louis, and J. M. Bebee & Co., of Boston, to ascertain if he was not in some way liable for Hunter and Oakes to J. M. Bebee & Co., and jewing and hagling in the settlement, he finally agreed to settle, provided I would take 50 cents in the dollar for the account against him as supply contractor and 50 cents in the dollar of the face of the supply contractor due-bills, which I found was the best I could do, although I felt that I was sacrifising over $3,000 00; but I thought

it better to do so than to go to law and delay, as I needed the money very much, and he pledged me his word and honor that he would pay me all or a part of the money on my return from N. O., and the
112 balance in sixty days. So we settled on the 13th February, 1867, as per recapitulation on file and made part of the deposition of L. Hanauer. He executed and delivered to me the due-bills sued on signed L. Hanauer & Co., and he told me at that time that he was looking for Mr. Amos Bolinger, at Memphis, from Pocahontas, who owed him over four thousand dollars, and that whatever amount of money he collected of Mr. Bolinger, he would pay me on the due-bills or notes on my return from New Orleans. Immediately after the settlement I took the cars and went to New Orleans, and, in about ten or twelve days, I returned to Memphis and called on L. Hanauer at his place of business, (the house of Schoolfield and Hanauer,) and asked him if Mr. Bolinger had been there; and he told me that he had, and I asked him how much money he had paid him, and he said he had paid him $2,500; that amount I expected to get, of course, according to his promise. He first
213 tried to sell me goods for the amount of the due-bills, which I declined to take, stating that I was not in business and nothing would suit me but the money. After that, for about a day and a half, he was always too busy to attend to me, and, on Tuesday evening, when I called on him and told him that the White River boat would leave that evening and that I intended to start home on her, and that I wished the money that he owed me, or a part thereof, he asked me back into his office, and told me that he would not pay me unless I would give him personal security for three thousand dollars, which he said he was bound to J. M. Bebee & Co. for Hunter and Oakes. I told him that matter had been talked over before we settled, and that I could not and would not give him personal security for the three thousand dollars, as I did not believe he was bound for it. I felt outraged at the disappointment in not getting the money under his promise and
214 word and honor, (and for other matters which transpired then and there, and which, under the instructions of the court, I was prevented from speaking of in my evidence.) When I found that Hanauer was not going to pay me any money, I offered to give up to him his due-bills or the due-bills signed L. Hanauer & Co., the same on which this suit is brought, provided he would give up to me all of the accounts, notes, due-bills, &c., that I had given him, but he refused to do so, and I left him. He set up nothing against paying the notes or due-bills, only that he might be responsible to Bebee & Co. for Hunter and Oakes at that time, and at no other time until the commencement of this suit. I sold and transferred the notes to S. H. Doane. I was owing him for his interest in land sold by me in Missouri, and for other considerations which I had received and appropriated to my own use, and in the payment of debts due by Hunter and Oakes. I sold a house and
215 lot in Potosi, Missouri, for seven hundred dollars, belonging to S. H. Doane, which money I had used for myself and in payment of debts due by Hunter and Oakes; do not know exactly how the accounts stand between myself and S. H. Doane. I inclosed the notes or due-bills on Hanauer in a letter to Mr. Doane from Memphis. The endorsement on the backs of the due-bills from Hunter to Block was for the purpose of collection. No consideration passed from Black to Doane.

Cross-examined:

Do you know of the existence of a little war going on a few years ago? Answer. I do.

Did not I (Judge Rose) meet you in Memphis the past summer, and tell you that depositions would be taken in Cincinnati on 5th August in the case Doane vs. Hanauer?

Answer. You did.

Were you or were you not in Covington, Kentucky, when those
216 depositions were taken, and did you not detain me in Cincinnati three or four days?

Answer. No; I was in Cincinnati, at the office of Mr. Snow, attorney for plaintiff, and do not know that I detained you in Cincinnati.

Were you not in St. Louis, a short time since, attending to the taking of depositions in this case?

Answer. I was.

Did you endorse the due-bills at Memphis or after you returned to Pocahontas?

Answer. I do not recollect which.

Are you interested in the result of this suit?

Answer. As endorser I am. I do not know exactly how the accounts stand between Mr. Doane and myself. The accounts and papers referred to in the deposition of L. Hanauer as being in my handwriting are in my writing, and his statement as to the papers turned over by me to him on that settlement is true. The recapitulation in Exhibit No. 1 to his depositions shows the consideration of the notes sued on.
217 The charge made against him as supply contractor amounted to a balance of $1,674 90, and the supply contractor due-bills taken up by Hunter and Oakes amounted to $2,904 57, and these were counted in the settlement of the accounts at one-half of their nominal amounts.

Question by defendants. Did you not know at the time that you were selling the goods to L. Hanauer, charged against him as supply contractor, that these goods would be used by him to aid in carrying on the war against the United States government?

Answer. I did not know but what they might be so used.

This is all the evidence in the cause.

The defendants then asked the court to instruct the jury as follows:

1. If the jury find from the evidence that Hunter and Oakes sold to L. Hanauer a quantity of goods and chattels knowing that the said Hanauer was purchasing them as supplies for the rebel army to carry
218 on the war against the United States, and that the price of the same form a part of the consideration of the notes sued on, then they will find for the defendants.

2. If the jury find from the evidence that L. Hanauer, acting as a purchasing agent for the Confederate States in rebellion, gave out notes or due bills for supplies furnished the rebel army with the knowledge of the persons from whom such purchases were made, of the use to which the said supplies were to be put, and that, during the time when the said due-bills were in the course of being issued, the said Hanauer made an agreement with said Hunter and Oakes that the latter should take up said due-bills and charge them to said Hanauer, the said Hunter and Oakes knowing the purpose for which the same were issued, and that the price of said due-bills so taken up forms any part of the consideration of the notes sued on, then they will find for the defendants.

219 But the court refused to give such instructions, or either of them; to which ruling the defendants at the time excepted, and, to save said exceptions, asked and obtained leave to prepare their bill of exceptions at any time during the term; and thereupon the court, on the motion of the plaintiff, gave the following instructions:

1. The defendants admit the execution of the notes sued on, and the burden of proof is on them to show some sufficient reason why they should not pay the same.

2. The defendants claim that the whole or some part of the consideration of the notes sued on was illegal. If, applying the evidence to the rules of law as I shall lay them down to you, you find that the consideration, or any part of the consideration, for the notes sued on was illegal, the defendant is entitled to your verdict.

3. It appears from the evidence, and is conceded by both parties,
220 that L. Hanauer, among other pursuits, was, in 1861, engaged in furnishing supplies to the confederate army, and the evidence shows, or tends to show, that L. Hanauer was a contractor for that purpose and was styled "Supply contractor for the C. S. A." It is further conceded that Hanauer was in the habit of giving due-bills to the various persons from whom he purchased the supplies, some of these due-bills signed, "L. Hanauer," and some of them signed, "L. Hanauer, supply contractor."

It seems that Hunter and Oakes, in the course of their business as merchants, by the exchange of goods and otherwise, became the owners of a large amount of these due-bills. The witness Hunter says these due-bills were taken by Hunter and Oakes in payment of goods, on the assurance and promise of Hanauer that he would redeem said due-bills and pay Hunter and Oakes the amount of all they might have. Some part of the consideration of the notes sued on was these due-bills,
221 and *and* the defendant claims that to that extent the consideration for the notes sued on is illegal.

If these due-bills were taken up by Hunter and Oakes under the circumstances testified to by Hunter, that is, after they were issued to the parties to whom they were payable, and upon the promise of Hanauer that he would redeem them, then, as between Hanauer and Hunter and Oakes, the surrender by Hunter and Oakes to Hanauer of such due-bills so taken up by them, would constitute a good and sufficient consideration for the amount thereof.

And this is the law, although you may find that the parties to whom the due-bills were payable knew at the time of making the sale of supplies or property to L. Hanauer that he intended to turn the same over to the rebel army, and that Hunter and Oakes had notice of these facts. To affect the validity of the notes sued on, as to that part of the
222 consideration made up of these due-bills, you must be satisfied that Hunter and Oakes were interested in furnishing the supplies to the rebel army for which the due-bills were given, or that what they did in the premises was done for the purpose or with the view of aiding in furnishing supplies to the rebel army, otherwise giving aid and comfort to the rebellion.

4. Another item comprising a part of the consideration of the notes sued on was an account of Hunter and Oakes against Hanauer as supply contractor for supplies sold to Hanauer.

It is claimed that Hunter and Oakes knew that the articles mentioned in this account were purchased by Hanauer to be turned over as supplies to the rebel army, and defendant claims that this knowledge of the use intended to be made by Hanauer of these goods made the sale illegal, and that the amount of these sales having been included in the
223 notes sued on, they are illegal and void. This is not the law. Bare knowledge, on the part of Hunter and Oakes, that Hanauer intended or expected to turn the goods and property purchased from them over to the rebel army as supplies for said army would not make

such sale of goods and property illegal and void. To make the sale of goods from Hunter and Oakes to Hanauer illegal and void, it must appear that Hunter and Oakes had some concern in furnishing the supplies to the rebel army, or that it was part of the contract between Hunter and Oakes and Hanauer that such goods should go to the support of the rebel army, or that the design of Hunter and Oakes, in making such sale, was to aid in furnishing supplies to the rebel army, or otherwise give aid and comfort to the rebellion.

But if the goods were sold by Hunter and Oakes in the common and ordinary course of trade, and the only inducement to the sale of
224 the goods on the part of Hunter and Oakes was the price agreed to be paid by Hanauer for the same, then the sale was a legal and valid sale, although Hunter and Oakes knew that Hanauer intended or expected to turn such goods over to the rebel army.

And the defendants at the time excepted to the instructions so given, numbered three and four, respectively, and, to save the same, obtained leave to file their bill of exceptions herein at any time during the present term of this court. And now, on this third day of November, 1869, during the said term, the defendants present here this their bill of exceptions, which, being found correct, is signed, sealed, and made part of the record herein, on this the day last above written.

HENRY C. CALDWELL, [SEAL.]
District Judge.

Filed November 3d, 1869.

CHA'S P. REDMOND, *Clerk.*

225 Which citation is in the words and figures following, to wit:

By the Honorable Henry C. Caldwell, one of the judges of the circuit court of the United States for the eastern district of Arkansas, in the eighth circuit, to Samuel H. Doane:

Whereas there lately issued out of the Supreme Court of the United States a writ of error, directed to the judge of the circuit court of the United States for the eastern district of Arkansas, stating that, in the record and proceedings, as also in the rendition of the judgment of a plea in the said court, before the judge thereof, between Samuel H. Doane, plaintiff, and Louis Hanauer and Jacob Hanauer, defendants, a manifest error hath happened, to the great damage of the said Louis Hanauer and Jacob Hanauer:

And whereas for the correction of that error in due manner, the said writ has been issued, returnable at the next stated Supreme
226 Court of the United States, at the city of Washington, on the 6th day of December next:

You are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the said 6th day of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at the city of Little Rock, in the eastern district of Arkansas, in the circuit, the third day of November, in the year of our Lord one thousand eight hundred and sixty-nine, and of the independence of the United States the ninety-fourth.

HENRY C. CALDWELL,
District Judge.

We acknowledge due and legal service of this citation, this November 3d, 1869.

GARLAND & NASH,
Atty's for Pl'ff.

Filed Nov. 3, 1869.

CHA'S P. REDMOND, *Clerk.*

227 And afterwards, on the eighth day of November, A. D. 1869, came into the clerk's office said defendants, by Watkins and Rose, their attorneys, and file herein their supersedeas bond; which bond is in the words and figures following, to wit:

STATE OF ARKANSAS:
In the circuit court of the United States for the eastern district of Arkansas.

SAMUEL H. DOANE, PLAINTIFF,
vs.
LOUIS HANAUER AND JACOB HANAUER, PARTNERS, under the firm name and style of L. Hanauer & Co., defendants.

Know all men by these presents that we, U. M. Rose, George C. Watkins, Stirling H. Tucker, and James Lawson, are held and firmly bound unto Samuel H. Doane, in the sum of eight thousand five hundred
228 dollars, to be paid to the said Samuel H. Doane, his executors or administrators; to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and each of our heirs, executors, and administrators, firmly, by these presents, sealed with our seals, and dated this second day of November, 1869.

Whereas the above-named Louis and Jacob Hanauer have prosecuted a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled suit by the circuit court for the eastern district of Arkansas:

Now, therefore, the condition of this obligation is such, that if the above-named Louis and Jacob Hanauer shall prosecute their said writ of error to effect, and answer all damages and costs, if they shall
229 fail to make good their plea, then this obligation to be void; otherwise the same shall be and remain in full force.

U. M. ROSE. [SEAL.]
GEORGE C. WATKINS. [SEAL.]
S. H. TUCKER. [SEAL.]
JAMES LAWSON. [SEAL.]

Sealed and delivered in presence of—

The within bond taken and approved November 8, 1869.

HENRY C. CALDWELL,
District Judge.

The obligators in the within bond are sufficient, and will not be required to justify.

GARLAND & NASH,
Atty's for Def't in Error.

LITTLE ROCK, *Nov. 4th*, 1869.

Filed Nov. 8, 1869.

CHA'S P. REDMOND, *Clerk.*

230 UNITED STATES OF AMERICA,
Eastern District of Arkansas:

I, Charles P. Redmond, clerk of the circuit court of the United States for the eastern district of Arkansas, in the eighth circuit, hereby certify that the foregoing writings annexed to this certificate are true, correct, and compared copies of their originals, on file and remaining of record in my office, being 233 pages, composing a full, true, and complete transcript in the case of Samuel H. Doane vs. L. Hannauer & Co., lately pending in said circuit court.

In witness whereof I have hereunto set my hand and the seal of said court this 6th day of December, in the year of our Lord one thousand eight hundred and sixty-nine, and of the independence of the United States of America the ninety-fourth.

[SEAL.] Attest: CHA'S P. REDMOND, *Clerk.*

Clerk's fees, $78 15, paid by Watkins & Rose.

(Indorsement on cover:) No. 425. Louis Hanauer and Jacob Hanauer, plaintiffs in error, vs. Samuel H. Doane. E. Arkansas C. C. U. S.
Filed 1st February, 1870.

In the Supreme Court

OF THE UNITED STATES.

DECEMBER TERM, 1870.

No. 425.

LOUIS & JACOB HANAUER, Plaintiffs,
vs.
SAMUEL H. DOANE, Defendant.

BRIEF FOR APPELLANTS.

The record is very blameworthy in setting out all the evidence. Fortunately a glance suffices to explain the case. The evidence is not conflicting, and, though voluminous, its tendencies are easily seen.

In the beginning of the rebellion Louis Hanauer was acting as a supply contractor and purchasing agent of the Confederate States. As he had no money of the Confederate States on hand with which to purchase supplies, he issued a sort of due bills, of careless form, of which let the following, (*Exhibit* 90 *to deposition of Louis Hanauer, Tr. p.* 45,) serve as a specimen:

"Due the bearer, Minor, twenty-seven dollars, in confederate bonds. Pocahontas, Nov. 5, 1861. LOUIS HANAUER,
"$27.00. "Supply Contractor, P. A. C. S."
(Purchasing Agent Confederate States.)

Hunter, who is the assignor of the note sued on, was then in business as a merchant at Pocahontas, in a firm styled Hunter & Oakes. He agreed to take up these due bills in payment of merchandize, Hanauer to pay them off as soon as he got money from the Confederate government. (Tr. p. 15, 17.) Hunter knew the purpose for which they were issued. Hanauer told him that if he would take them up in this manner, "the people would be more willing to take them. They were not current at first." (Tr. p. 84.) The obvious purpose of the arrangement was to make the due bills pass current, to facilitate the purchase of supplies for the Confederate government, and to enable it to meet its first financial embarassment in that locality. It is not impossible that Hunter may have had private mercenary motives: it is not doubtful that he made himself voluntarily a party to the main public end which was directly furthered by the arrangement. Hunter & Oakes also sold to Hanauer as quartermaster and supply contractor largely, and kept separate accounts of the same, (Tr. p. 81, 67,) consisting of army supplies. There were also private dealings between the parties. After the close of the war L. Hananer & Co., a firm of which Louis Hanauer was a member, gave their joint notes for the whole amount growing out of these various dealings, to W. R. Hunter, who assigned the same indirectly to Samuel H. Doane, who brought his action of debt thereon in the State court. The suit was transferred to the United States Circuit Court under the act of Congress.

The defendants pleaded the following plea:

"And the said defendants say that the said plaintiff ought not to have and maintain his said suit against them, because they say that the said instruments sued on herein were made and executed by these defendants to Washington R. Hunter, the payee therein named, and the assignor of the said plaintiff for and in consideration of a balance of account claimed by said Hunter of these defendants, on behalf of himself and one Robert A. Oakes, late partners under the firm name of Hunter & Oakes, for goods, wares and merchandize, cattle, horses, provisions and other property, money lent, paid or advanced by said Hunter & Oakes, or other persons, their assignors or agents, with a view that the same or part thereof should be used in the late rebellion against the United States, in aid and furtherance thereof, and that the same were so used and disposed of with the full knowledge, acquiescence

and consent of the said Hunter and his said assignors or agents, of all of which the said Hunter at the time had notice; and this the said defendants are ready to verify." (Tr. p. 8.) To this the plaintiff took issue. (Tr. p. 11.)

That this plea was fully proved is extremely palpable from any and all parts of the evidence.

Here it must be borne in mind that in Arkansas the rule of mercantile law as to commercial paper has been changed by statute, so that the maker of a note may set up any defence against the assignee that would have been good against the payee. *Smith v. Capers*, 13 *Ark.*, 9; *Robinson v. Swigart*, *Ib.* 71; *Walker v. Johnson*, *Ib.* 522; *Worthington v. Curd*, 22, *Ib.* 278.

In case of an illegal contract however the rule would be the same without any statute.

The defendants asked the court to instruct that:

"1. If the jury find from the evidence that Hunter & Oakes sold to L. Hanauer a quantity of goods and chattels, showing that the said Hanauer was purchasing them as supplies for the rebel army to carry on the war against the United States, and that the price of the same form a part of the consideration of the notes sued on, they will find for the defendants.

"2. If the jury find from the evidence that L. Hanauer, acting as purchasing agent of the Confederate States, gave out notes or due bills for supplies furnished the rebel army, with the knowledge of the persons from whom such purchases were made of the use to which the said supplies were to be put, and that during the time when the said due bills were in the course of being issued, the said Hanauer made an agreement with said Hunter & Oakes that the latter should take up the said due bills and charge them to said Hanauer, the said Hunter & Oakes knowing the purpose for which the same were issued, and that the price of said due bills so taken up forms any part of the consideration of the notes sued on, then they will find for the defendants."

Really this was nothing more than to say that if the jury found that the defendants had proved the truth of their plea, they should find for the defendants.

But the court would not give these instructions. In our judgment it would have been better to have given them; for instead thereof the court proceeded to give other instructions,—which leaving all questions of legal correctness out of consideration, certainly did apply to some possible issue other than that only one which the jury was sworn to try. These instructions sounded as follows:

"1. The defendants admit the execution of the notes sued on, and the burden of proof is on them to show some sufficient reason why they should not pay the same.

"2. The defendants claim that the whole or some part of the consideration of the notes sued on was illegal. If, applying the evidence to the rules of law as I shall lay them down to you, you find that the consideration, or any part of the consideration, for the notes sued on was illegal, the defendant is entitled to your verdict.

"3. It appears from the evidence, and is conceded by both parties, that L. Hanauer, among other pursuits, was in 1861 engaged in furnishing supplies to the Confederate army, and the evidence shows, or tends to show, that L. Hanauer was a contractor for that purpose, and was styled 'Supply Contractor for the C. S. A.' It is further conceded that Hanauer was in the habit of giving due bills to the various persons from whom he purchased the supplies. Some of these due bills signed 'L. Hanauer,' and some of them signed, 'L. Hanauer, Supply Contractor.'

"It seems that Hunter & Oakes, in the course of their business as merchants, by the exchange of goods and otherwise, became the owners of a large amount of these due bills. The witness Hunter says these due bills were taken by Hunter & Oakes in payment of goods, on the assurance and promise of Hanauer that he would redeem said due bills and pay Hunter & Oakes the amount of all they might have. Some part of the consideration of the notes sued on was these due bills, and the defendants claim that to that extent the consideration for the notes sued on is illegal.

"If these due bills were taken up by Hunter & Oakes under the circumstances testified to by Hunter, that is, after they were issued to the parties to whom they were payable, and upon the promise of Hanauer that he would redeem them, then, as between Hanauer and Hunter & Oakes, the surrender by Hunter & Oakes to Hanauer of such due bills so taken up by them, would constitute a good and sufficient consideration for the amount thereof.

"And this is the law although you may find that the parties to whom the due bills were payable knew at the time of making the sale of supplies or property to L. Hanauer that he intended to turn the same over to the rebel army, and that Hunter & Oakes had notice of these facts.

"To affect the validity of the notes sued on as to that part of the consideration made up of these due bills, you must be satisfied that Hunter & Oakes were interested in furnishing the supplies to the rebel army for which the due bills were given, or that what they did in the premises was done for the purpose, or with the view of aiding in furnishing supplies to the rebel army, otherwise giving aid and comfort to the rebellion.

"4. Another item comprising a part of the consideration of the notes sued on was an account of Hunter & Oakes against Hanauer as supply contractor for supplies sold to Hanauer. It is claimed that Hunter & Oakes knew that the articles mentioned in this account were purchased by Hanauer to be turned over as supplies to the rebel army, and defendant claims that this knowledge of the use intended to be made by Hanauer of these goods made the sale illegal, and that the amount of these sales having been included in the notes sued on, they are illegal and void. *This is not the law.* Bare knowledge on the part of Hunter & Oakes that Hanauer intended or expected to

turn the goods and property purchased from them over to the rebel army as supplies for said army would not make such sale of goods and property illegal and void. To make the sale of goods from Hunter & Oakes to Hanauer illegal and void, it must appear that Hunter & Oakes had some concern in furnishing the supplies to the rebel army, or that it was part of the contract between Hunter & Oakes and Hanauer that such goods should go to the support of the rebel army, or that the design of Hunter & Oakes in making such sale was to aid in furnishing supplies to the rebel army, or otherwise giving aid and comfort to the rebellion.

"But if the goods were sold by Hunter & Oakes in the common and ordinary course of trade, and the only inducement to the sale of the goods on the part of Hunter & Oakes was the price agreed to be paid by Hanauer for the same, then the sale was a legal and valid sale, although Hunter & Oakes knew that Hanauer expected to turn such goods over to the rebel army."

The defendants excepted to the refusal of the court to give the instructions which they asked for, and to the giving the third and fourth instructions asked by the plaintiff.

The defendants brought error.

It is needless to say that by the time the instructions which the court gave had been concluded, the jury must have quite lost sight of the plea and the real issue in the case. Even if it were admitted that the principle stated by the court were unqualified law, still the phraseology in which they exist we deem unfortunate. It does not appear when and how the concessions mentioned by the court were made. Doubtless they were mere conclusions which the court deemed established. To recommend them to the jury for implicit adoption may have facilitated a speedy verdict by lessening the bounds of the argument and the limit of the inquiry. The court after stating several of these concessions by a slight change of the phrase, involving however the same meaning, declared that it "seemed" that Hunter & Oakes "*in the course of their business as merchants*, by the exchange of goods and otherwise, became the owners of a large amount of these due bills." This implied in the mind of the jury the fact that these due bills were received in the ordinary course of their business, as other merchants might and did receive them. It excluded from their minds the almost unopposed tendency of the evidence that there was a special contract between the parties having for its object the introduction of these due bills into common circulation, in place of the gold

and silver coin of the United States then withdrawn, and in the room of the Confederate money which had not yet been received by the supply contractor. After stating that this "seemed" to be the case, the court added that "if the goods were sold * * * in the ordinary course of trade," the jury would find, in short, for the plaintiff. The province of the jury, hampered by the insidious suggestions of the instructions, was thus reduced to a limit which excluded all inquiry into any purpose of Hunter & Oakes. It is quite certain that where the court is one of dignity and importance, especially where the incumbent of the bench commands high respect, the jury will easily follow such intimations, abandon their own province, not always well defined in the judgment of the ablest lawyers, and will in a spirit of unquestioning confidence adopt views of facts which the court indiscreetly recommends, or visibly favours. Nor is there any doubt that by such errors the right of trial by jury has been and is more impaired, though less sensibly, than by open invasions which are made a matter of censure. That an ordinary jury in this case, amid these assumed concessions, would feel itself freed from all the labour of inquiry, and return their verdict secure of the approval of the court, is no less obvious. It nevertheless remains true that they are the judges not only of facts, but of all the facts, and that when the mind of the court colors the verdict, otherwise than by the influence of legal principles, that verdict is not that which the law contemplates.

Prior to this trial, at the December term, 1868, of the Arkansas Supreme Court was decided the case of *Tatum v. Kelly*, 25 *Ark.*, 210. The defendant in that case pleaded that the note sued on was given for goods, "purchased from the payee by the defendants, to arm men to wage war against the United States in the rebellion, *which intention and purpose were well known to the payee at the time of the sale.*" The court said:

"No principle is better settled than that contracts that contravene the law are void, and that courts will never lend their aid in enforcing them. Illegal contracts are not such only as stipulate for something that is unlawful; but where the intention of one of the parties is to enable the other to violate the law, the contract is corrupted by such illegal intention, and is void. *Pratt v.*

Adams, Paige, 615; *The Branch Bank of Montgomery v. Crocheron*, 5 *Ala.*, 250; *Beach v. Kezar*, 1 *N. H.*, 184; *Steele v. Curle*, 4 *Dana*, 381; *Armstrong v. Toler*, 11 *Wheat.* 258; *Giraday v. Richardson*, 1 *Esp.*, 13; *Langton v. Hughes*, 1 *Maule & Selwyn*, 593; *Lightfoot v. Tenant*, 1 *Bos. & Pull.*, 551; *Farmer v. Russel*, *Ib.*, 295.

"We are aware that there are cases in which it is held that *mere* knowledge by the seller of the buyer's intention to use the goods purchased for an unlawful purpose does not invalidate the contract. We have no inclination to question the correctness of these decisions, or of the rule declared by them; but it can have no application where the contract is so connected with an illegal transaction or purpose as to be inseparable from it.

"In *Lightfoot v. Tenant*, referred to above, Chief Justice Eyre said: 'Upon the principles of the common law, the consideration of every valid contract must be meritorious. The sale and delivery of goods, nay, the agreement to sell and deliver goods, is, *prima facie*, a meritorious consideration to support a contract for the price. But the man who sold arsenic to one whom he knew intended to poison his wife with it, would not be allowed to maintain an action upon his contract. The consideration of the contract, in itself good, is there tainted with turpitude, which destroys the whole merit of it.'

"We do not know that it is possible to find a rule by which to determine when a party, with the knowledge of the other's illegal purpose 'may be,' to use the language of Chief Justice Robertson in Steele v. Curle, 'neutral without being guilty of incivism, or of any intentional participation in the unlawful design,' but for the decision of this case something more is required. By selling the guns, with knowledge of the use for which they were intended, the payee of the note concurred with and actively promoted the unlawful and treasonable purpose of the defendants.

"The maker a note is not by the assignment deprived of any defence which he had against the assignor previous to the assignment."

In *McMurtry v. Ramsey*, 25 *Ark.*, 349, the court held that where the consideration of a note was a horse which was bought for the use of the Confederate service, with the knowledge of the payee, the note was void.

To exactly the same effect is *Portis v. Green*, 25 *Ark.*, 376.

On the same state of facts in *Ruddell v. Landers*, 25 *Ark.*, 238, the court said:

"There can be no question but the whole transaction was not only contrary to public policy, but was palpably illegal and treasonable from its inception, and all attempted obligations made or passed between the parties were absolutely void, as has been settled by this court at the present term in the case of *Tatum v. Kelley*. See *Story on Contracts*, (*4th ed.*) 486 *and* 695; 1 *Parsons*, 393 *and* 395; *Wilamowicz v. Adams*, 13 *Ark.*, 22. The appellant had the same right to set up the illegality of the consideration against the appellee as against the original payee."

The decisions elswhere seem to be the same:

"A contract made in September, 1861, with an officer of the Confederate

States to supply his company with rifles, is invalid, and the price of the rifles furnished under it cannot be recovered." *Wood v. Stone*, 2 *Cold.*, (*Tenn.*) 369.

"A note for services in the Confederate army as a substitute is void as given for an illegal consideration." *Stewart v. Bosley*, 19 *La. An.*, 439; *Wright v. Stacey*, *Id.* 449.

"A contract was entered into between defendant, residing in New Orleans after its occupation by the federal forces, and the Governor of Mississippi, then one of the Confederate States, for a supply of salt to said Governor in exchange for cotton. To carry out this contract, plaintiff and defendant formed a partnership, plaintiff advancing $5,000. It became impossible to carry it out, and plaintiff sues to recover said sum. Held, that he could not. His claim was too closely connected with an illegal transaction." *Bowman v. Gonnegal*, 19 *La. An.*, 328.

"S. sued W. for the value of a gun sold by S. with knowledge that it was purchased for the rebel service in the late war. Held, the contract was void." *Wood v. Stone*, 2 *Caldwell*, 369.

"One who makes a contract for sale or hire with the knowledge that the other party intends to apply the subject matter of the contract to an immoral purpose, cannot recover on the contract: it is not necessary that he should expect to be paid out of the proceeds of the immoral act." *Pearce v. Brooks Law Rep.*, 1 *Ex.* 213. 1 *American Law Review*, 133. *Taylor v. Chester*, *L. R.*, 4 *Q. B.* 309.

"The payment of the price of a horse sold with the knowledge that it was to be used in the rebel service cannot be enforced now." *Bailey v. Gay*, 20 *La. An.*, 158. *Hamilton v. Nowlin*, 5 *Cold.* 88.

So on a note given for services as a substitute in the Confederate army. *Chancely v. Bailey*, 37 *Ga.*, 532.

These cases are nowise anomalous. It is true that the opinion of the court below is in accordance with the doctrine of some of the earlier English cases. But that doctrine has long since slept, and has come to be hardly anything more than a mere tradition.

It had its origin in *Faikney v. Reynous*, 4 *Burr.*, 2070. where Lord Mansfield, in a moment of unlucky inspiration, said:—"One of these two persons has paid money for the other, and on his account, and he gives him his bond to secure the payment of it. This is not prohibited. *He is not concerned in the use which the other makes of the money!*"

This case was followed by *Bowry v. Bennett*, 1 *Camp.*, 348, where a prostitute was sued for the value of clothes furnished, and pleaded that the plaintiff well knew her to be a woman of the town, and that the clothes in question were for the purpose

of enabling her to pursue her calling. Then Lord Ellenborough said: "It must not only be shown that he had notice of this, *but that he expected to be paid from the profits of the defendant's prostitution*, and that he sold the clothes to enable her to carry it on, *so that he might appear to have done something in furtherance of it.*"

We believe that even under this case the judgment of the court below should be reversed; because it is made clear by the evidence that Hunter & Oakes *did expect to be paid* out of the war fund of the Confederate States; wherefore it did appear that they did something in furtherance of an illegal undertaking.

In the same view was *Hodgson v. Temple*, 5 *Taunt.*, 181, where Sir James Mansfield said: "The merely selling goods, knowing that the buyer will make an illegal use of them, is not sufficient to deprive the vendor of his just right of payment; but to effect that it is necessary *that the vendor should be a sharer in the illegal transaction.*" He also said, that the converse would be carrying the law much further than it had ever yet been carried.

However the case of *Langton v. Hughes*, 1 *M. & S.*, 593, had already been decided a few months earlier, though not referred to by either court or counsel. In this case, in the Court of King's Bench, an action was brought for the price of drugs sold to defendants, the plaintiff knowing that the defendants intended to use the drugs for mixing them with beer. The court was unanimous in holding that "parties who seek to enforce a contract for the sale of articles *which in themselves are perfectly innocent, but which were sold with a knowledge that they were to be used for a purpose which is prohibited by law, are not entitled to recovery.*"

It is evident that the case of *Booth v. Hodgson*, *T. R.*, 405, previously decided, is a wide departure from the doctrine of *Faikney v. Reynous*, though the court was not yet willing to overrule it.

In *Aubert v. Maze*, 2 *Bos. & Pul.*, 373, Lord Eldon ap-

proved the remark of Chief Justice Eyre as to *Faikney v. Reynous*, and other similar cases, that "perhaps it would have been better if they had been decided otherwise." Heath, J. in the same case said: "If the concern in which the money is advanced be *malum in se*, it will not be disputed that it cannot be recovered. Nor if two agree to assassinate a person, and hire a third to do it, and one of the two former pay the whole reward, it is clear that he cannot maintain an action for a moiety. Nor do I see any sound distinction between the case of money paid in a concern which is *malum in se* and money paid in a concern which is *malum prohibitum*."

The remark of C. J. Eyre above referred to was made in *Mitchell v. Cockburn*, 2 *H. B.*, 381, where it was also said "when the principle of a case is doubtful I think it better to overrule it at once than to build on it at all."

In *Webb v. Brooke*, 3 *Taunt*, 6, the plaintiff and defendant being taken prisoners in Portugal jointly solicited and obtained the liberation of themselves and the ransom of the defendant's ship, contrary to the statute, to effect which the plaintiff lent money to the defendant who afterwards gave him a bill for the amount, on which suit was brought.

Mansfield, J., said: "Certainly there is a manifest distinction between the cases of *Faikney v. Reynous* and *Petrie v. Hanney* and the other cases in which a man having a debt of honor borrows money to pay it, and between these cases where the plaintiff previously advances the money for effectuating an illegal transaction, or causing it to be done. * * * * I know not how to distinguish the plaintiff from the defendant: the persons being all in the same situation, and all equally to be benefited by the transaction; all equally solicitous to procure it; and it is agreed that the plaintiff is to advance this money."

The question came up in the court of King's Bench in the case of *Cannan v. Bryce*, 3 *B. & Ald.*, 179. The inquiry was whether money loaned for the purpose of enabling a party to pay for losses and compounding differences on illegal stock jobbing transactions could be recovered. It was held that where

the means were furnished with a full knowledge of the object to which they were to be applied and for the express purpose of accomplishing that object, the action would not lie.

In *McKinnell v. Robinson*, 3 *M. & W.*, 435, it was held that money knowingly lent for gambling at a game prohibited by law could not be recovered.

In the late case of *Pearce v. Brooks, Law Reports*, 1 *Exchcq.*, 212, (A. D. 1866,) the plaintiff had supplied a brougham to a prostitute. The evidence showed that the plaintiff knew the defendant to be a prostitute, but not directly that the brougham was intended to be used for the purpose of enabling her to follow her vocation; and there was no evidence that he expected to be paid out of the wages of prostitution. The jury found that the defendant did hire the brougham for the purpose of her prostitution, which the plaintiff knew. It was held, First, not necessary to show that plaintiff expected to be paid from the proceeds of the immoral act. Secondly, that the *knowledge by the plaintiff that the woman was a prostitute being proved, the jury were authorized in inferring that the plaintiff who knew the purpose for which she wanted an ornamental brougham was a party to that purpose; and Thirdly, that this knowledge was sufficient to render the contract void.* In that case the plea alleged that the plaintiff expected to be paid out of the wages of prostitution. The court held that this allegation was only surplusage. Considering it as omitted the plea is the same as in this case.

In Mr. Benjamin's late work on Sales, p. 380, the author says: "The sale of a thing in itself an innocent and proper article of commerce is void *when the vendor sells it, knowing that it is intended to be used for an immoral or illegal purpose.* In several of the earlier cases something more than this mere knowledge was held necessary, and evidence was required of an intention on the vendor's part to aid in the illegal, or profit by the immoral act. The later decisions overruled this doctrine."

It is hardly necessary to say that all the old distinctions with regard to illegal contracts between things *mala in se* and things

mala prohibita are long since exploded. *Benjamin on Sales* 382.

The distinction between contracts illegal by common law and illegal by statute is also a thing of the past. *Ch. Con.*, 597. Mr. Parsons says: "There are cases which sustain this distinction; but we think it rests on no sound principle. A statute has no more power in avoiding a contract partially opposed to it than the common law, unless it contain an express provision that all such agreements shall be wholly void," etc.. 1 *Pars. Con.*, 381.

It would have been strange if *Faikney v. Reynous* could have stood its ground before any considerable attack of criticism, and if it had so continued to be the law that a man was not presumed to intend what he actually did; that over and above a purpose made manifest by acts which speak louder and plainer than any language known, it were necessary to prove something beyond. The illegality of the intent is as evident as the contract itself. The mental assent which alone could make a contract, necessarily comprehends the illegal object well known to both parties, and therefore contemplated by both parties. To go further and to analyze the particular moral qualities of the mental action of the party, by a process which excludes the obvious purport of the transaction itself would be to indulge in refinements which are now esteemed as the monopoly of metaphysics. One man hires a brougham to a prostitute knowing that thereby he aids her to ply her calling, expecting to be paid, and knowing that it is by her calling that he is to be paid; however he carefully refrains from stipulating that he is to be paid out of the proceeds of her calling; being convinced that such an agreement might not only endanger his pay, but could not make it in any event safer. Another under like circumstances, less advised or less indirect in his conduct, stipulates plainly that he will receive the very wages of prostitution. Between these two what difference? And why is one the enemy of society, and the other its steadfast friend? Really the distinction is so fine, that, except in the law, it has perhaps never

yet been observed either for praise or blame. It is however gratifying to reflect that under such rulings a prudent conveyancer could easily supply all the virtue which any community might require.

Passing to the American cases, we observe that Chancellor Walworth in *Nellis v. Clark*, 5 *Hill*, 430, cited the case of McKinnell v. Robinson, (3 Mees. & Wels., 434,) with approval.

The character of the contract in this case is not to be mistaken. In *Gray v. Hook*, 4 *Comst.* 455, the court said:

"This general principle (that a contract based on a consideration opposed to public policy is void) is universally recognized by the American courts, and has frequently been applied in this State to contracts which had for their object the perversion of the more ordinary operations of the government; such as contracts to prevent fair competition at legal auction sales; (3 *John.*, 29; 6 *Ib.*, 194; 8 *Ib.*, 444;) and contracts to prevent the due administration of the insolvent laws.

"There is quite as much reason for applying this principle to contracts made for the purpose of influencing and preventing the more important and extensive operations of the legislative and executive power of the government. Every citizen owes to his government and all its officers while executing their official duties, truth and fidelity. All the actions of the government and its officers are based on certain facts, assumed or proved, and falsehood or deception in reference to these facts are moral wrongs, injurious to the whole State, whose government it is, and therefore against public policy. The strength, durability and prosperity of our political institutions, depend entirely on the intelligence, integrity and faithful support of the people. No citizen can, therefore, legally stipulate to embarrass the operations of government by diminishing its means to exercise its powers."

"If the contract be in fact only connected with an illegal transaction, and grow immediately out of it, though it be in fact a new contract, it is equally tainted by the illegality of the transaction from which it sprung. (4 *Wash.*, *C. C. R.*, 297; 11 *Wheat.*, 258; 4 *Comst*, 449. (The test, says Mr. Chitty, whether a demand connected with an illegal transaction is capable of being enforced at law, is, whether the plaintiff requires any aid from the illegal transaction to establish his case."

Rose v. Truax, 21 *Barb.*, 376. In *Perkins v. Savage*, 15 *Wend.*, 418, the court cite with approval the case of *Stokes v. Twitcher*, 8 *Taunt.*, 492, where it was held that the plaintiff could not recover back money paid to the defendant (£60) as an apprentice fee for her son, though paid without consideration, the indenture being void under the statute which required it to be stamped and the duty to be paid. The court also referred to the case of *Cannan v, Bryce*, 3 *Barn. & Ald.*, 179, saying:

"It was there decided that money lent and applied by a borrower for the express purpose of settling losses on illegal stock jobbing transactions, *to which the lender was not a party*, could not be recovered back. Chief Justice Abbott denies that there is any distinction in a court of law between acts *malum prohibitum* and *malum in se;* that every act is to be considered unlawful which the law has prohibited. The act to prevent stock jobbing expressly prohibited both the payment and receipt of any money for compounding or making up any difference for not transferring stock, or not performing any contract in that respect stipulated to be performed. The loan of the money was not within the act; *but as it was unlawful to pay, it was unlawful, within the policy of the law, to furnish the means of payment with a full knowledge of the object to which the money was to be applied, and for the express purpose of that object.*"

In *Pratt v. Adams*, 7 *Paige*, 653, Chancellor Walworth said: "It is a well settled principle of the common law that no court of justice will lend its aid to enforce the performance of any contract or agreement, which was intended by the parties thereto to contravene the provisions of a positive law, or the performance of a contract which is contrary to public policy. And the case of *DeGroot v. Van Duzer*, before the court for the correction of error, in December last, was decided upon the principle *that where the intention of one of the parties to a contract is to enable the other party to violate a law* of the State, the contract is void; and that no action can be sustained by either party founded upon such a contract."

The case of *DeGroot v. Van Duzer*, 20 *Wend.*, 390, was one where a banking company, incorporated in another State, was engaged in the illegal issuance of notes in New York, and made an agreement with a broker to receive of him all notes of the banking company *which he should procure in his business as a broker* and pay him the amount thereof in cash, deducting a small discount. The case was not altogether unlike the present so far as the latter is based on the due bills given by Hanauer as supply contractor, and taken up by Hunter & Oakes. The court held, as we have seen, that the contract was illegal. Senator Verplanck dissented on the ground that no guilty participation on the part of the broker was concerned, all that he did being consistent with an innocent intention, *i. e.*, to aid the circulation of the bills elsewhere than in New York,—which was not illegal. Therein that case was supposed by him to differ from cases like the present. As to the general principle he stated it the same as the majority of the court, and said: "He who sells anything, or bargains to do any act, directly and immediately in furtherance of an illegal intent, and as its essen-

tial and necessary means, it being known to him that such intent is the cause and reason of the bargain, may fairly be concluded as a participator in the guilt. In case of such immediate knowledge and direct intent to further an illegal object, by providing the means essential to its attainment, he who furnishes such means, as Lord Ellenborough ssay in *Langdon v. Hughes*. 1 *M. & S.*, 593, 'may be said, *quantum in illo*, to have caused or procured the illegal act.'"

See also *Belding v. Pitkin*, 2 *Caines' Cases*, 146, and the very sensible note of the reporter appended.

In *Ruckman v. Bryan*, 3 *Denio*, 340, the court followed the decisions overruling *Faikney v. Reynous*, and held that money knowingly lent to be staked on a horse race could not be recovered.

In *Morgan v. Groff*, 5 *Denio*, 364, the court held that one who places money in the hands of another, with which to make a bet on the event of an election cannot recover it back though no bet is made.

In *Graves v. Delaplaine*, 14 *John.*, 146, Worrall & Williamson, subjects of Great Britain, during the operation of the non-intercourse laws of the United States, entered into a charter party with the defendant for the shipment of goods from New York to Fayal. On assumpsit for balance of account, the court said:

"The charter party forms the basis of all the conflicting claims of these parties, and that being an illegal contract neither party can sustain an action for the violation of it. The bills were drawn and paid (if at all) pursuant to the express stipulations of that original contract; and as between the parties to that illegal transaction *melior est conditio possidentis*.

"*Although Worrall & Williamson owed no allegiance to the United States*, yet as they co-operated in the act of violating our municipal laws, they cannot have the aid of our courts to indemnify them for their losses in the speculation."

"One who makes a usurious contract cannot uphold it by alleging ignorance of the law or absence of intention to evade it. The law considers that every man intends the legitimate consequences of his acts." *Thomas v. Murray*, 34 *Barb.*, 157.

A contract for advertising in a newspaper illegally issued on

Sunday, will not sustain an action. *Smith v. Wilcox*, 24 *N. Y.*, 353.

In *Kreiss v. Seligman*, 8 *Barb.*, 439, the Supreme Court indulged in some criticism, not of a very just character, of the cases of *Ruckman v. Bryan* and *Morgan v. Groff*. This case affords an opportunity to call the attention of the court to a feature of the case here which is referred to in the instructions asked by the defendants below, and which was ignored in the charge of the court. In *Kreiss v. Seligman*, as courts have done in other cases, the Supreme Court held that where a party who sells goods to another with a design on the part of the latter to put the goods or money to an unlawful use, *does any act whatever beyond the bare sale, etc.*, in aid or furtherance of the unlawful object, he cannot recover. This is in strict accordance with *Faikney v. Reynous*, and all the cases based on it. In the present case the payees of the notes did much beyond the bare sale. By their contract to take up the outstanding due bills, and such others as the supply contractor might issue, they gave all the aid which their means and credit would allow in the most direct manner to sustain the Confederate cause. It was, as sufficiently appears even from the testimony of Hunter himself, this arrangement that put this anomalous paper in free circulation; the only object of which was to obtain supplies for carrying on the war against the United States. Certainly this is not like the cases where one lent money to another knowing that he intended to use it in gambling, but without any advice or encouragement thereto, without any participation in the enterprise. As to the due bills issued after the date of this arrangement Hunter & Oakes were in fact parties, whatever appeared on their face: as to those issued previously they thereby adopted them and voluntarily made them more valuable for the purpose which they were intended to accomplish. It was against public policy that they should make any contract which would withdraw their allegiance from the United States, and no court can support a contract having that direct effect. So it has been held that a contract made by a postmaster before his commission was issued

to remove his post-office to a certain building and continue it there so long as he should hold office, even though it was not shown that the public had been injured thereby, was void as against public policy, as interfering with the free and unbiassed exercise of his judgment as to what was for the public benefit. *Spence v. Harvey*, 22 *Cal.*, 336.

There is no reason for particularly noticing the case of *Kreiss v. Seligman*, except that it affords a tolerable view of the nature of the dispute, and because the court brought in another element of the controversy not before noticed, which is that the actual accomplishment of the illegal object must be shown, and that a mere intent to violate the law which may never have been carried into effect, or never may be, will not suffice to render the contract void. In this case the object was fully attained.

In *Beach v. Kezar*, 1 *N. H.*, 184, it was held that one who knowingly aids another in trade with an enemy during war cannot recover for his services. The court said that a person claiming the assistance of the law in a particular case, must not in that very case have violated the law.

In *Spurgeon v. McItvane*, 6 *Ohio.* 442, it was held that no action could be sustained to recover from a tavern keeper for services and materials in building a ninepin alley, the court saying that if one intend to aid another in an illegal object, he shall not be assisted by law, *and if knowing the illegal purpose, and having the ability, he do not prevent it, he is deemed to intend it.*

In *Ferritt v. Bartlett*, 21 *Vt.*, 184, it was held that one selling spirituous liquors to another knowing that his vendee intended to sell them without license, could not recover the price.

In *Nichols v. Ruggles*, 3 *Day*, 145, it was held that a contract to reprint a book in violation of copyright law was void; and that the printer who executed such a contract with a knowledge of its illegality could not recover for his labor.

The opinion of Chief Justice Robertson in *Steele v. Curle*, 4 *Dana*, 387, is worthy of attention as an effort to establish some rule that would not be inconsistent with any of the adjudged cases. It is evident that none of the cases decide that in mat-

ters of gross turpitude and illegality the mere knowledge of the unlawful purpose is not of itself sufficient to avoid the contract; and no one has ever upheld a doctrine that would enable the druggist to recover the value of poison which he sold with a knowledge that it was to be used to destroy a human being. A transaction so revolting could not be allowed by any conrt to form the basis of a legal demand. This is instinctively felt by all. There are cases however where the illegality is deemed by the law itself to be slight, as where only a small pecuniary fine is imposed. The unwillingness of the courts to apply a stringent rule in the latter class of cases perhaps resulted in the decision in *Faikney v. Reynous*, where the illegality of the conduct of the defendant consisted only in the violation of the stock-jobbing act. Hence also the distinction between cases where the act was *malum in se* and where *malum prohibitum*. On consideration however it would appear that this distinction afforded no measure of the degree of turpitude of the act in question, it being apparent that many acts *mala in se* are not forbidden by law at all, and that many acts *mala prohibita* are of the most atrocious consequence to society. This distinction therefore had to be abandoned as being of no practical use. Still there existed a manifest repugnance in some of the courts to apply the rule indiscriminately to all contracts where the plaintiff might have a mere knowledge of the illegal purpose of the vendee. To reconcile these cases by reference to the actual degree of turpitude evinced in the transaction, without regard to any artificial distinction, was the endeavor of the learned judge. This would leave a wide discretion to the courts. The opinion has attracted much attention; but though the principle is drawn from the cases in a legitimate manner, yet the courts have hesitated to avow it in its perfect freedom and fortitude. It is gratifying however to find that in this new and natural classification, the case before the court now is cited as a favorable illustration of that class in which the mere knowledge of the illegal use to which the vendee would apply the article sold must undoubtedly be held to annul the contract. The court said:

"We feel that it may be but proper to suggest, in passing, that we would be inclined neither to concur with, or to dissent from the doctrine of either party, *in extenso* and altogether, without limitations or qualification; but should rather incline to the conclusion that although, as we are disposed to think, a simple knowledge by a vendor of the fact that the vendee buys an article for the purpose, or with an intention of using it in violation of a public law, or a principle of moral rectitude may in strong and flagrant cases, such as that supposed by Chief Justice Eyre, be a sufficient reason for withholding from either party the aid of the law for enforcing the contract, yet there may be cases of a lighter shade or less degree of enormity, in which the same fact might not alone be entitled to the same effect: and in the latter case we would be inclined to place the beer case decided by Lord Ellenborough. And the reason why we should be disposed to make any discrimination in consequence of the colour or degree of the transgression contemplated by the buyer, and merely understood by the seller, and why also we are inclined to agree with Chief Justice Eyre to some extent, is just because it does seem to us that no one can sell a commodity knowing that the buyer intends to use it for any purpose so flagitious as that of murder, *or treason*, or other flagrant violation of the *fundamental rights of man or of society*, without betraying such a degree of turpitude and recklessness as to implicate him *as a voluntary and active participant in the unlawful design*, and as therefore *quantum in illo* willing and instigating a crime *which it is the civil duty of every citizen to oppose*."

In treating of this question there is danger of overlooking the substance and regarding the mere form of the contract; a tendency from which the court below seems not to have been exempt. A strong case of this kind we submit, with all due respect, is to be found in this illustration from *Smith on Contracts, p.* 153, though the main text is extremely well considered:

"Suppose, for instance, A employs a builder to repair the front of his house, and B, in so doing, erects an indictable nuisance in the public street, still as the contract to repair the house is legal, and the erection of the nuisance in so doing was not contemplated by the agreement, the builder might recover for the repairs which he had executed. But it would be otherwise if it had been made part of the agreement, that the repairs should be performed by means of the erection of the nuisance; for there the illegality would have entered into and formed part of the contract."

This is not a little obscure. Whether by the phrase "in so doing" we are to infer that the builder, in the first instance mentioned, *knew* that he was erecting a public nuisance, or whether it was done through inadvertence or ignorance on his part, is not apparent. If it were meant that the mere form and fashion of the contract were to be looked to as decisive of the question, it needs no citation to show that this is not the law.

There is a wide difference between this case and the most of those which may be referred to in order to sustain *Faikney v. Reynous*. Where money is lent to another for the purpose of gaming it is the gaming that is forbidden by law. The lending of the money constitutes no penal offence by law. If the law however condemned the lending precisely as it did the gaming, no one would question that money so lent could not be recovered; as was held in Kentucky where the gaming and the lending were both actually denounced by law. *Levy v. Perkins*, 4 *Bibb*, 505. Now in this case the selling the supplies to the Confederate government for the hope of gain, thereby aiding it to maintain itself, if done voluntarily, was as much under the sentence of the law as the purchasing of them. The act on the part of the seller was not only illegal because it enabled another to violate the law, but was in itself illegal. Ignorance of the law would not excuse, and every man is presumed to intend the reasonable consequences of his own act.

Mr. Broom says: "So if the plaintiff and defendant were to change sides, and the defendant were to bring his action against the plaintiff, the latter would then have the advantage of it for where both are guilty of fault *potior est conditio defendentis*." *Legal Maxims*, 579. In such case the author says that no recovery can be had. Suppose then that after the close of the war Hanauer had brought a suit on the contract of which one of these due bills was partly the evedence, alleging, for example, that there was a failure of title of the goods or chattels sold, and the defendant had pleaded that the plaintiff had bought as an officer of the Confederate States, to carry on the war against the United States, certainly no one would contend that such a suit could be maintained. This want of mutuality of remedies must be decisive of the question.

Mr. Justice Story after quoting the language of Chief Justice Eyre in *Lightfoot v. Tenant*, "No man ought to furnish another with the means of transgressing the law knowing that he intended to make that use of them," adds, "The wholesome mor-

ality and enlarged policy of this passage make it almost irresistible to the judgment; and indeed the reasoning seems positively unanswerable." *Confl. Laws, Sec.* 253. See also, 2 *Kent Comm.* 466, *n.*

We are of the opinion that there is nothing in the decisions of the courts of the United States that is hostile to the views that we have expressed; indeed much to sustain them. See *Bank of the United States v. Owens*, 2 *Peters*, 539; *Marshall v. Baltimore and Ohio R. R. Co.*, 16 *How.*, 334.

In *Kennett v. Chambers*, 14 *How.*, 44, it was held that a contract by an inhabitant of Texas, to convey land in that country to citizens of the United States, in consideration of advances of money made by them in the State of Ohio, to enable him to raise men and procure arms to carry on war with Mexico, the independence of Texas not having been at that time acknowledged by the United States was contrary to public policy and void. See also *Hannay v. Eve*, 3 *Cranch*, 242.

In *DeValengin v. Duffie*, 14 *Peters*, 290, the contract was sustained, but the court said; "It is true *the courts of the capturing nation would never enforce contracts of that description;* but they have always been regarded as lawful in the courts of a neutral country."

It is fair to say that the case of *Armstrong v. Toler*, 11 *Wheat.*, 258, goes quite to the verge of the law; and it may have been its influence that induced the court below to go beyond it. Yet it contains nothing which can benefit the appellee. It is based on *Faikney v. Reynous* and *Petrie v. Hannay*, though, as we have seen, these cases had long been overruled by cases not mentioned in the opinion of the court. However the point of conflict between these decisions was not before the court; at least not directly so. The line of distinction between that case and this is extremely broad. It is to be observed that the contract on which the recovery was there had was distinct from the illegal contract of importation; and that the court based the judgment on the fact that the contract on which the suit was brought was "for the payment of a debt due in good faith to the government," which could not be af-

fected by an illegal contract between the same parties with which it was nowise legally connected. The court said:

"It is laid down with great clearness that if the importation *was the result of a scheme between the plaintiff and defendant, or if the plaintiff had any interest in the goods,* or if they were consigned to him with his privity that he might protect and defend them for the owner, *a bond or promise given to repay any advances made in pursuance of such understanding or agreement would be utterly void.* * * * * *The point of law decided* is that a subsequent *independent* contract, *founded on a new consideration,* is not contaminated by the illegal importation, although such illegal importation was known to Toler when the contract was made, provided he was not interested in the goods, *and had no previous concern in the importation.* * * * * In most of the cases cited by the counsel for the plaintiff in error the suit has *been brought by a party to the original transaction, or on a contract so connected with it as to be inseparable from it.* * * * * * In these and all similar cases the consideration of the very contract on which the suit is brought is vicious, *and the plaintiff has contributed to the illegal transaction.*"

If this language does not apply here we are blind to the reason.

In *McBlair v. Gibbs,* 17, *How.,* 235, the contract was sustained because entirely distinct from a former illegal transaction, with which moreover one of the parties was in nowise connected; the court declaring at the same time that "a subsequent collateral contract, if made in aid and furtherance of the execution of one infected with illegality, partakes of itsnature, and is equally in violation of law."

In *Ocean Ins. Co. v. Polleys,* 13 *Peters,* 163, the contract of insurance was wholly collateral to the violation of the registry act, in which violation the underwriters had not the slightest participation. What the court say there is however *obiter dicta,* as the point was confessedly not involved in the decision.

As to the due bills in this case the language of this court in

Davidson v. Lanier, 4 *Wal.*, 455, is full of suggestion. "It was quite clear upon the evidence that McMahon entered into the transaction, *which resulted in the bill sued on, in the expectation of profit from aiding the operation of the prohibited banknig company.* * * * * *His credit promoted their circulation.* His curators cannot look to the law for remedies against his associates in this illegal undertaking."

Here and everywhere we perceive the fallacy of the position of the court below, that the surrender of the illegal due bills and the giving the notes sued on introduced a new consideration which cleansed the transaction of its previous illegality. To this kind of an argument this court in *Brown v. Tarkington*, 3 *Wal.*, 381, replied: "The argument of the counsel of the plaintiff that admitting the banking transactions to be illegal, yet that the settlement of the balance and giving notes for the same purged the new promise, as he calls it, from the original taint, the answer is, that the new promise is founded on the illegal consideration; a debt or demand growing out of the illegal transactions; and is as infirm, in the eye of the law, as the implied promise that existed previous to the giving of the notes."

It will not be doubted we presume, that giving aid and comfort to the rebellion must be held as an illegal act. Nor do we see how it can be held that supplying army stores to an agent of the Confederate States during the war, and making the arrangement as to the due bills, all freely, willingly, was not giving such aid; particularly as this court held in *United States v. Padelford*, 9 *Wal.*, 539, that where one signed as surety a bond of a quartermaster of the Confederate States he had given such aid and comfort. The act in that case was held to be voluntary. The proof here of voluntary character of the acts of Hunter & Oakes is not questioned. The aid given was special and direct, not remote. Therefore this case differs from *Thorington v. Smith*, 8 *Wal.*, 9, where the court's decision grew from the conclusion that the Confederate money was "imposed on the community by irresistible force." There does not seem to

have been either law, real or feigned, custom or compulsion of any kind which induced Hunter & Oakes to become parties to the transactions in question. To live in the South during the war without some use of the Confederate money, the only circulating medium known, was generally, if not always, manifestly impossible; a thing which the law is said never to require. Quite otherwise as to contracts for furnishing supplies, and sureties for Confederate officers. These two stand parallel.

A great number of cases scattered through the Circuit Court Reports support our views, such as *Scudder v. Andrews*, 2 *McL.*, 464; *Piatt v. Oliver*, 1 *Ib.*, 295; *S. C.*, 2 *Ib.*, 267; *Wilson v. Le Roy*, 1 *Brock.*, 447; *Miller v. Huber*, 3 *Ib.*, 212; *Cambioso v. Maffitt*, 2 *Wash.*, 98; *Walker v. Johnson*, 2 *Cr. C. C.*, 203; *Root v. Godard*, 3 *McL.*, 102; *Weed v. Snow*, *Ib.*, 265; *Hayden, v. Davis*, *Ib.*, 276; *Hawkins v. Cox*, 2 *Cr. C. C.*, 173; *Thompson v. Milligan*, *Id.*, 207; 4 *Wash.*, 129.

In *Brightly's Federal Digest*, *p.* 177, is this, among many other citations, "A promissory note given in consideration of a loan of Confederate notes to enable the borrower to hire a substitute for the Confederate army is void." *Ex parte Milner*, 1 *Am. L. J.*, *title Bank*, 15; *S. C.*, 16 *Am. L. R.*, 371.

We have neither of the reviews at hand, and do not know by what federal court the case was decided.

In conclusion we may express the firmest conviction that it would have been better if the court below had held otherwise; and had adopted the language of this court in a case by no means unlike, and had said: "The consideration for which the notes were given being unlawful, it followed of course that the notes were void." *Craig v. State of Missouri*, 4 *Peters*, 437.

Respectfully submitted,

WATKINS & ROSE,

For the plaintiffs in error.

Supreme Court of the United States.

DECEMBER TERM, 1870.

LOUIS HANAUER AND OTHERS
vs.
SAMUEL H. DOANE.
No. 196.

BRIEF FOR DEFENDANT.

Much of the argument for plaintiffs is given up to an artesian criticism of the phraseology used by the learned judge in the court below in giving instructions to the jury. But after a very careful examination of the language employed, I fail to see anything objectionable in it. The language used is very plain and precise, and is good strong English, and it is submitted, entirely free of any "insidious suggestions." All the intimations contained in them, or that may be discovered in and by the instructions, were proper and fair to be made by the judge, and, in making them outright, in no sense did he infringe upon the province of the jury. In instructing the jury the court below reviewed the testimony in a fair and impartial manner, and gave his impressions of the same, but in no instance did he tell the jury that any fact was absolutely established, or that they *must* or *should* find one way or the other, as to any matter of fact. In stating the testimony on the trial, as the judge below did, he violated no rule of practice whatever; but, on the contrary, he did not merely what he had the right to do, but he did what the law required of him as a duty; and this is the recognized rule in England and in this country.

3 *Chitty Gen. Pr.*, 911–912.

3 *Graham & Waterman, New Trials*, 706–707, *and notes.*

The argument of plaintiffs' counsel seems to take for granted that the consideration set up in the plea was proved. (*See* the plea, page 8, Trans.) But the court will find, on examining the testimony in the record, the fact pleaded is by no means established. That there is testimony tending to prove this there is no question; but with the testimony conflicting upon this main, and in fact, only point of defense, this court will not undertake to review the case, for the very good reason that, conceding the law to be against the instructions, and, as plaintiffs contend, the fact upon which the law arises not being proved, this court will not act the part of the jury, and conclude that the fact is proved. The jury found a general verdict for Doane and assessed damages, and, for all that appears, the jury may have found, as they might very well have done, the fact of the consideration was not established as pleaded. This court will not review these facts now upon this record.

Norris v. *Jackson*, 9 *Wall.*, 125, *and cases cited.*

The court, in looking through the record, will see, for instance, that some of the articles sold, and for which it is claimed the note sued on was given, were *kid gloves*, *hair pins*, *hoop-skirts*, *silk for lady*, and *hooks and eyes*, &c. Now, the plea sets forth the goods sold were bought with a view of being used in the war between the States, to aid the South; and that they were so used, with the knowledge and consent of the vendors, to whom the note sued on was given. It would seriously puzzle this court or a jury, I venture to say, to determine how the several articles just named were used, or could be used, in aid of the South in the late war. The record fails to show this, and the argument for plaintiffs is quite silent on the subject. Such articles might figure in some kind of wars, but surely not in the wars of Mars, such as existed recently between the States of this Union. If, then, it be conceded the law given below is incorrect, the plaintiffs have no basis, as before this court, to ask for a reversal.

Supposing, however, the facts pleaded to be proved beyond all cavil, did the court below err in instructing the

jury? The instructions will be seen pp. 88–89, Trans.; and, without reviewing them in full, they may be stated, for the purposes here, in the language used by the court below, at the close of the 4th, (p. 89:)

"To make the sale of goods from Hunter and Oakes to Hanauer illegal and void, it must appear that Hunter and Oakes had some concern in furnishing the supplies to the rebel army, or that it was part of the contract between Hunter and Oakes and Hanauer that such goods should go to the support of the rebel army, or that the design of Hunter and Oakes in making such sale was to aid in furnishing supplies to the rebel army, or otherwise give aid and comfort to the rebellion.

"But if the goods were sold by Hunter and Oakes in the common and ordinary course of trade, and the only inducement to the sale of the goods on the part of Hunter and Oakes was the price agreed to be paid by Hanauer for the same, then the sale was a legal and valid sale, although Hunter and Oakes knew that Hanauer intended or expected to turn such goods over to the rebel army."

In my argument in *Hanauer* v. *Woodruff*, recently, in this court, the authorities were cited and commented on to sustain substantially this charge of the court below; and the court is respectfully referred to that argument in aid of this cause for the defendant.

Hunter and Oakes being merchants, they were not prohibited from selling, and then collecting the money for the sales made, unless in the transaction they shared in the motive or inducement of the purchaser. They must have been parcipators in the intent to aid the war for the South. This rule is without an exception.

Parsons Cont., 380–382.

In *Simpson* v. *Bloss*, 7 *Taunt.*, 246, (2 Eng. C. L., 89,) the rule is thus stated: "The test, whether a demand connected with an illegal transaction can be enforced at law is, whether the plaintiff requires any aid from the illegal transaction to establish his case."

This is the law, as we find it in all the text-books and reported cases.

1 *Pothier Obls.*, 123–126.
2 *Ib.*, 1–16, *and notes.*
Holman v. *Johnson*, 1 *Cowp.*, 341.
5 *T. R.*, 599.
12 *Wheat.*, 258.
Harris v. *Runnels*, 12 *How.*, (*U. S.*,) 79; *Roby* v. *West*, 4 *N. Hamp.*, 290; *Wooton* v. *Miller*, 7 *S. & M.*, 380.
Sortnell v. *Hughes*, 1 *Curtis C. C.*, 244.
Territt v. *Bartlett*, 21 *Vermont*, 184.

Hunter and Oakes were general merchants, and had these goods for sale in the course of their trade, and, war or no war, these goods were for the market. The war is not pleaded or proved to have formed any part of the consideration for which Hunter and Oakes sold them, or to have entered into the inducement they (H. & O.) had to sell them. They sold the goods on no less time, nor for any less price, because of the war. They (H. & O.) simply knew of, but did not advise or aid in, the use that was going to be made of the goods by the purchaser, and, in the language of the books, the claim needs no "aid of the illegal transaction to establish it."

Numberless cases might be cited, and comments might be multiplied indefinitely; but it is useless, as the court will find, without the least shadow of changing, the rule above quoted to be now firmly established by the authorities, and this rule is but the instruction of the court below in different language.

Further effort to discuss this matter would serve only to confuse that which is perfectly clear, and about which there is no room to debate.

A. H. Garland,
For Defendant.

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In the Supreme Court of the United States.

AT THE DECEMBER TERM, 1869.

LOUIS HANAUER,

vs. [No. ——

ALDEN M. WOODRUFF.

Certificate of division in opinion between the Judges of the Circuit Court of the United States for the Eastern District of Arkansas.

ARGUMENT FOR HANAUER.

GAZETTE PRINT, LITTLE ROCK, ARK.

ARGUMENT.

The record in this case presents briefly this state of facts:

Hanauer sued Woodruff in the Circuit Court of the United States for the Eastern District of Arkansas, and on issues regularly made up, the case was, by agreement of parties, submitted to the court and after hearing the testimony the court found the following facts:

1st. The defendant made and delivered to plaintiff, at Memphis, in the state of Tennessee, on the 22d day of December, 1861, his promissory note in writing, of which the following is a true copy:

$3,099.00. MEMPHIS, TENN., December 22d, 1861.

Twelve months after date, if not sooner paid, I promise to pay Louis Hanauer, or order, the sum of three thousand and ninety-nine dollars, for value received, to bear interest at the rate of eight per cent. per annum from n[illegible]urity until paid.

Given under my hand the day [illegible]f date above written.

[SEAL.] A. M. WOODRUFF.

2nd. The only consideration of said note was certain bonds issued by an ordinance of the convention which attempted to carry the state of Arkansas out of the federal Union, by what is called the secession ordinance.

3d. That these bonds were issued for the purpose of supporting the war levied by the insurrectionary bodies then controlling the state of Arkansas against the Federal Government, and were styled "war bonds" on their face, and the purpose of their issue was well known to both plaintiff and defendant.

4th. Said bonds had at the time of the transaction between plaintiff and defendant a value not much below their par value on their face, say ten per cent., at Memphis and in Arkansas.

5th. The war bonds received by defendant were not used, or intended to be used, by him in support of the war aforesaid.

On these facts two questions of law arose on which the judges of the circuit were divided in opinion, to wit:

1st. Was the consideration of the note void on the ground of public policy so that no action could be sustained on it in the federal courts?

2d. If said bonds were a sufficient consideration to sustain the action, what was the measure of damages?

As to the first proposition for Hanauer, it is submitted, the consideration of the note was not void on the grounds of public policy, and an action can be sustained on it in the federal courts. While it is true these *war bonds* were issued to be used in carrying on the war against the United States, yet if the particular bonds obtained by Woodruff of Hanauer were not used or intended to be used in support of that war, the contract is not void, but stands upon a good and valid consideration. The court found (see 5th proposition) these bonds were not used, or intended to be used in the prosecution of the war. To taint the contract, the intention to use the particular consideration must have existed on the part of both creditor and debtor; the issuing the same by the state of Arkansas can have no bearing here, unless Woodruff and Hanauer both participated, in making this contract, in the intention with which they were issued. The immorality or illegality complained of or pleaded must exist in the particular contract sought to be enforced. When this is established then, as the common law has it, the contract is void, but as the civil law more thoroughly expresses it, the contract is *not clothed with rights of ac-*

tion: 2 *Austin, Juris*, 1015, 16. That this is the true criterion in judging of the consideration, is supported by weight of authority that is overwhelming: *Parker vs. Barker*, 23 *Ark.*, 390; *Phillips vs. Hooker, Law Register, Philadelphia, for Nov.*, 1867, *page* 40 *et. seq.* This last case decides almost the identical question here, and the reasoning of the Supreme Court of North Carolina in that case is unanswerable. See too *Sedgwick Construction* 84, *and notes to* 91; *Utica Insurance Co. vs. Cadwell*, 3 *Wend.*, 301 *and* 302; *Yeates vs. Williams*, 5 *Ark.*, 684; *Holden vs. Meggison*, 2 *Stew.*, (*Ala.*) 175; *Greenwood vs. Curtis*, 6 *Mass.*, 358; *Witherby vs. Mann*, 11 *Johns.*, 518; *Smith vs. Harris*, 3 *Sneed*, (*Tenn.*) 554.

In the *St. Jago de Cuba*, 9 *Wh.*, 409, (5 *Cond.*, 631,) this court held the claims of seamen, for wages, and of material men for supplies, when the parties were innocent of all knowledge of or *participation* in the illegal voyage, good, and preferred to the claim of forfeiture on the part of the government.

In *Armstrong vs. Toler*, 11 *Wh.* 258, (6 *Cond.*, 298,) this court ruled that the contract must grow out of immediately or be connected with an immoral cr illegal act to vitiate it; and if the promise be entirely disconnected with the illegal consideration or act, and is founded on a new consideration it is good, and this, though the party to whom the promise is made is the contriver and the conductor of the illegal act.

The same doctrine was laid down by this court in *Kennett vs. Chambers*, 14 *How.*, 38, where the contract was for an illegal purpose and showed this purpose on its face.

Decisions without number in England and in this country support this view of the matter. *Smith vs. Brumley*, 2 *Doug.*, 697 *and notes*; *Hodgson vs. Temple*, 5 *Taunt.*, 181; *Simpson vs. Bloss*, 7 *ib.*, 246, *note a*; *Bulmer's case*, 13 *Ves.*, 313.

Brisbain vs. Lestargett, 1 *Bay*, (*S. C.*) 113; *Merril vs. Milchior*, 30 *Miss.*, (1 *George*) 516; *Ib.*, 343 *and* 27 *Miss.*, 13; 1 *Parsons Cont.*, 365 *and* 580; 2 *Ib.* 252 *et. seq*; *Sedgwick Const.*, 396 *and* 400; *Brown vs. Tarkington*, 3 *Wall.*, 377; *Benjamin, Sales*, 378 *and* 417; *McBlair vs. Gibbs*, 17 *How.*, 235; *Miller vs. Gould*, 38 *Georgia*; *Blalock vs. Phillips*, *Ib*; *Martin vs.*

was in *Thorington vs. Smith*. And in that case this court gave a reason again for allowing this, which does not exist here. That contract being payable in Confederate notes and those notes being payable at a day "*which has not arrived and can never arrive*," this court permitted their value in real money or currency to be proved. But here the contract was not payable in that kind of money or in *war bonds* either, but in so many *dollars*. The meaning then of this court in that case, so far from permitting an allowance less than the face of the contract, rejects it, and holds the parties to their agreement as made by them. The contract here is its own best interpreter, and all the *dollars* that we know anything of in this country, in law, are gold and silver dollars, and this has been so ever since the adoption of the federal constitution: *Bronson vs. Rodes*, 7 *Wall., page* 256. But if it should be held that, by virtue of the "*legal tender*" act, anything but gold or silver could discharge this debt, it must be for the amount of the face of the note and interest as stipulated, in the United States currency. In other words, this debt is to be paid in currency now, at the face of the note, with eight per cent. interest in like money from the 22d day of December, 1862, as the contract reads.

It is a fair and legitimate contract, and therefore Hanauer is entitled to recover on it the $3,099.00 with eight per cent. interest from one year after its date, that is 22 *December*, 1862. This is the contract and no other can be substituted in place of it.

Respectfully,

A. H. GARLAND,
Counsel for Hanauer.